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J GRAY SASSER

NASHVILLE OFFICE

April 29, 2004

VIA HAND DELIVERY

Honorable Kim Beals, Esq., Hearing Officer
c/o Sharla Dillon, Docket & Records Manager
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee, 37243-0505

**RE: Petition of BellSouth Mobility, LLC, BellSouth Personal Communications, LLC and Chattanooga MSA Limited Partnership, collectively d/b/a Cingular Wireless ("Cingular")
Under the Telecommunications Act of 1996
TRA Consolidated Docket # 03-00585**

Dear Hearing Officer Beals:

Pursuant to the Modified Procedural Schedule in the above-captioned matter, enclosed please find one original and one copy of each of the following:

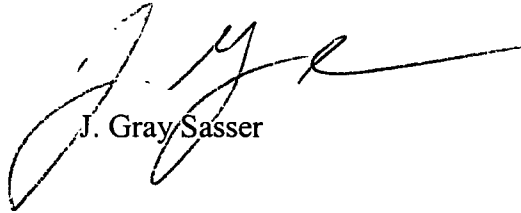
- (i) Response of Cingular to the Interrogatories and Request for Production of Documents Submitted by the Rural Independent Coalition, public version;
- (ii) Response of Cingular to the Interrogatories and Request for Production of Documents submitted by the Rural Independent Coalition, private version (the "Private Version"); and
- (iii) Responsive Documents referenced in the Responses.

As the Private Version contains confidential information, Cingular respectfully requests confidential treatment of such Private Version. Both the original and copy of the Private Version are contained in those two separate envelopes marked confidential.

Honorable Kim Beals, Esq., Hearing Officer
April 29, 2004
Page 2

Also enclosed is an additional copy of each of the responses to be "Filed Stamped" for our records. If you have any questions or need additional information, please let me know.

Regards,

A handwritten signature in black ink, appearing to read "J. Gray Sasser", with a long horizontal flourish extending to the right.

JGS/ktr
enc.

cc: Paul Walters, Jr.
Mark J. Ashby

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**BEFORE THE
TENNESSEE REGULATORY AUTHORITY**

Petition of:)	
)	
Cellco Partnership d/b/a Verizon)	Consolidated Docket
Wireless For Arbitration Under the)	No. 03-00585
Telecommunications Act of 1996)	
)	
)	
)	
)	
)	

**RESPONSE OF BELL SOUTH MOBILITY, LLC; BELL SOUTH PERSONAL
COMMUNICATION, LLC; AND CHATTANOOGA MSA LIMITED
PARTNERSHIP; COLLECTIVELY D/B/A CINGULAR WIRELESS; TO THE
INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS
SUBMITTED BY THE RURAL INDEPENDENT COALITION**

**NOTE: CONFIDENTIAL INFORMATION HAS BEEN REDACTED FROM
THIS DOCUMENT IN THE RESPONSE TO INTERROGATORY 3, PAGES 4 &
5.**

BellSouth Mobility, LLC; BellSouth Personal Communications, LLC; and Chattanooga MSA Limited Partnership; collectively d/b/a Cingular Wireless ("Cingular Wireless") hereby respond to the Interrogatories and Request for Production of Document submitted by the Rural Independent Coalition.

GENERAL OBJECTIONS

Cingular Wireless objects to all interrogatories and requests for production involving documents or data from jurisdictions other than Tennessee. Such documents or

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data have no application to the present dispute and are irrelevant to a determination of the issues raised in this arbitration. Therefore, in responding to interrogatories and requests for production, Cingular will presume that all data and documents requests involve only telecommunications traffic and other activities occurring in Tennessee.

Cingular Wireless further objects to all interrogatories and requests for production involving documents that are (1) subject to the attorney-client privilege, (2) attorney work-product, or (2) prepared in anticipation of litigation.

Cingular Wireless further objects to responding to interrogatories and/or requests for production filed in TRA Docket No. 00-00523, the Generic Docket Addressing Rural Universal Service. The service of interrogatories and requests for production has not been authorized in that docket. Therefore, the responses given herein by Cingular do not and shall not apply to TRA Docket No. 00-00523.

Without waiving any of the above objections, Cingular Wireless responds as follows:

INTERROGATORIES

1. State the number of minutes of traffic per month that your company originated in the MTA (i.e., the Nashville MTA and any other MTA that you identify as relevant to your interconnection request that is the subject of this arbitration proceeding) and terminated to each rural Independent for the prior 24 month period.

RESPONSE: Cingular Wireless does not maintain the information requested in the ordinary course of its business, with the exception of the direct connection between Cingular Wireless and Highland Telephone Company. Payments made by Cingular

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Wireless to Highland are detailed in the answer to Interrogatory 3. As to all other Rural Coalition Members, prior to BellSouth's implementation of meet point billing, BellSouth paid those other members terminating compensation for all traffic originated by Cingular Wireless and terminated to a Coalition Member. Since the implementation of meet point billing, BellSouth has provided to the Rural Coalition Members 110101 Records (in industry standard format) that contain the information requested. Cingular reserves the right to supplement this answer if it later becomes possible to obtain the requested information.

2. Describe the terms and conditions pursuant to which your company has terminated traffic to each rural Independent covering the period from August 8, 1996 to the present.

RESPONSE: In answering, Cingular Wireless assumes that the interrogatory requests information involving the Rural Independent Coalition. Cingular Wireless and Highland Telephone Cooperative executed an interconnection agreement on August 28, 2001. The members of the Rural Coalition already have access to that document. Prior to July 31, 2003, Cingular Wireless terminated traffic to the Rural Independent Coalition pursuant to agreements with BellSouth. Pursuant to those agreements, Cingular Wireless made certain payments to BellSouth, and BellSouth made certain payments to the Rural

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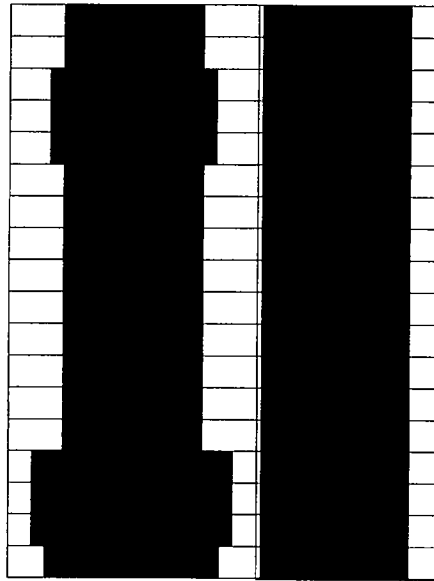
Independent Coalition. Also pursuant to those agreements, Cingular Wireless did not receive any compensation from either BellSouth or the Rural Independent Coalition for terminating traffic originated by the Coalition. Since August 4, 2003, Cingular Wireless has been in negotiations with the Rural Independent Coalition to establish interconnection agreements. Consistent with 47 CFR § 51.713, Cingular Wireless has offered an interim reciprocal compensation agreement to the Rural Independents, which thus far the Rural Independents have rejected. It is therefore Cingular's position that since August 4, 2003, it has been exchanging traffic with the Rural Independent Coalition pursuant to a bill-and-keep arrangement.

3. State the amount of compensation per month that your company has paid each rural Independent for the termination of traffic provided during the past 24 months.

RESPONSE: In answering, Cingular Wireless assumes that the interrogatory requests information involving the Rural Independent Coalition. Cingular Wireless has made the following payments to Highland Telephone Cooperative during the past 24 months. **THE FOLLOWING CONFIDENTIAL INFORMATION HAS BEEN REDACTED FROM THIS PUBLIC VERSION.**

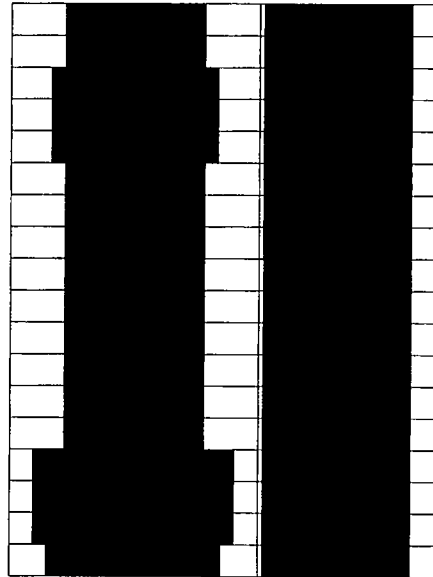
Age Group	No (%)	Yes (%)	Don't know (%)
18-24	85	10	5
25-34	75	20	5
35-44	65	30	5
45-54	55	40	5
55-64	45	50	5
65+	35	60	5

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During most of the past 24 months, the other members of the Rural Independent Coalition were "paid compensation" by BellSouth--as is described in the answer to Interrogatory 2. Since August 4, 2003, Cingular Wireless has been in negotiations with the Rural Independent Coalition to establish interconnection agreements. Consistent with 47 CFR § 51.713, Cingular Wireless has offered an interim reciprocal compensation agreement to the Rural Independents, which thus far the Rural Independents have rejected. It is therefore Cingular's position that since August 4, 2003, Cingular has been compensating the Rural Independent Coalition for termination of Cingular-originated traffic via bill and keep, the in-kind termination (without charge) of traffic originated by the Coalition.

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During most of the past 24 months, the other members of the Rural Independent Coalition were "paid compensation" by BellSouth--as is described in the answer to Interrogatory 2. Since August 4, 2003, Cingular Wireless has been in negotiations with the Rural Independent Coalition to establish interconnection agreements. Consistent with 47 CFR § 51.713, Cingular Wireless has offered an interim reciprocal compensation agreement to the Rural Independents, which thus far the Rural Independents have rejected. It is therefore Cingular's position that since August 4, 2003, Cingular has been compensating the Rural Independent Coalition for termination of Cingular-originated traffic via bill and keep, the in-kind termination (without charge) of traffic originated by the Coalition.

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4. Describe any arrangements, contracts or agreements that address or refer to any terms and conditions that establish an existing or contingent obligation of your company to compensate or reimburse Bellsouth with respect to any charges paid by BellSouth to any rural Independent.

RESPONSE: In answering, Cingular Wireless assumes that the interrogatory requests information involving the Rural Independent Coalition. The answer to the question is: No arrangements, contracts or agreements that establish such an existing or contingent obligation. Cingular Wireless describes in its answer to Interrogatory 2 the arrangement in effect prior to August 4, 2003.

5. With reference to Section 51.701(c) of the Rules and Regulations of the FCC, describe all existing points of interconnection between your company and each rural Independent and any interconnection point your company seeks to establish with a rural Independent.

RESPONSE: Cingular Wireless objects to Interrogatory 5 on the grounds that the phrases "points of interconnection" and "interconnection points" are undefined and ambiguous. Without waiving such objection, Cingular Wireless will attempt to answer by employing the definition of "Interconnection" in 47 C.F.R. § 51.5 and assuming that Interrogatory 5 seeks identification of the physical point(s) at which traffic originated on one party's network is handed off to the network of the terminating party for reciprocal compensation purposes.

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Cingular Wireless and Highland Telephone Cooperative have a direct connection. The point of interconnection between Cingular and Highland is the place where Cingular's facilities meet with Highland's facilities.

In the case of Cingular Wireless and all other Rural Coalition Members, BellSouth serves as the transiting carrier between the originating and terminating networks. Traffic originated on the network of a member of the Rural Independent Coalition is delivered to BellSouth, which in turn hands the traffic off to Cingular at the point at which BellSouth is interconnected with Cingular's network. Traffic originated by Cingular Wireless is delivered to BellSouth, which in turn hands the traffic off to a member of the Rural Independent Coalition at the point at which BellSouth is interconnected with that member's network.

Cingular Wireless intends to continue to use the existing, indirect physical interconnection points (with all Rural Coalition Members, save Highland Telephone Cooperative) until the volume of traffic exchanged with any given member of the Coalition warrants installation of direct interconnection facilities.

6. Does all traffic originating on your network and destined to terminate on the network of a rural Independent currently interconnect indirectly through BellSouth? If the answer is no, please describe the geographic area from which any such traffic originates and describe the interconnection arrangement used to terminate the traffic to the rural Independent.

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RESPONSE: No. Such traffic can originate from any geographic area where Cingular provides wireless service. Traffic that is not delivered to members of the Rural Coalition by BellSouth will be delivered to such members by interexchange carriers. In the case of Highland Telephone Cooperative, traffic can also be delivered over direct interconnection trunks.

7. Does your company provide local exchange service in Tennessee?

RESPONSE: Cingular Wireless objects to this question to the extent that it calls for a legal conclusion. Cingular Wireless also objects to the question on the grounds that the term "local exchange service" is used ambiguously and in a manner inconsistent with the use of the phrase in the 1996 Telecommunications Act. Without waiving these objections, Cingular Wireless states:

In the Federal Communications Commission's First Report and Order on Local Competition, 11 FCC Rcd 15499 (1996), the FCC found that wireless carriers provide "telephone exchange service" (¶¶ 1012-1015). However, the FCC declined to treat CMRS providers as local exchange carriers or to subject them to the duties and obligations imposed on incumbent LECs under section 251(c) of the Act. (¶¶ 1004-1006). Additionally, the definition of "local exchange carrier" in 47 U.S.C. § 153 (26) provides that "such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under section 332(c), except to the extent that the Commission finds that such service should be included in the definition of such term." The FCC has not made such a finding to date.

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8. Does your company provide customer rate plans with unlimited usage (irrespective of day or time of day) within a geographic area that overlaps with the area served by any rural Independent and permits unlimited calling to customers of that rural Independent. If yes, please identify the geographic area and provide copies of the rate plan.

RESPONSE: No.

REQUESTS FOR PRODUCTION

1. Provide copies of all effective interconnection agreements approved by the TRA (or its predecessor) between your company and BellSouth covering the period from August 8, 1996 to the present. Separately identify any such agreements, contracts and documents that constitute, or contain provisions that constitute, a "Meet-Point Billing Arrangement."

RESPONSE: All such documents will be provided.

2. Provide copies of all other agreements, contracts and documents that reflect any service arrangements between your company and BellSouth covering the period from August 8, 1996 to the present. Separately identify any such agreements,

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contracts and documents that constitute, or contain provisions that constitute, a “Meet-Point Billing Arrangement.”

RESPONSE: Cingular objects to this request on the grounds that it is overbroad and not likely to lead to the production of relevant information. In response to Request No. 1, Cingular has produced copies of all agreements with BellSouth relating to traffic exchanged between Cingular and the Rural Independent Coalition. Other agreements between Cingular and BellSouth are not relevant to the issues raised in this arbitration, and the search to find all such documents would be enormously time-consuming and wasteful.

3. Provide copies of all correspondence or any other documented communications between your company and BellSouth (including, but not limited to, correspondence between counsel) that address, discuss, or refer to “meet-point billing” or any interconnection arrangement that is associated with traffic terminated on a rural Independent network.

RESPONSE: Cingular will produce all such documents that are not subject to any claim of privilege, including but not limited to the attorney-client privilege, and that are not addressed to any member of the Rural Independent Coalition.

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4. Provide copies of all filings by your company (including, but not limited to comments and *ex partes*) before the Federal Communications Commission in CC Docket 01-92.

RESPONSE: Cingular filed only a single set of comments. A copy of Cingular's single filing will be provided.

5. Provide copies of any agreements that set forth the terms and conditions identified in response to Interrogatory No. 2.

RESPONSE: Copies of the cited agreements with BellSouth will be produced.

6. Provide copies of any arrangements, contracts or agreements described in response to Interrogatory No. 4.

RESPONSE: None.

7. Provide copies of any agreements, including but not limited to interconnection agreements and settlement agreements, entered into by your company, BellSouth and one or more local exchange companies (other than BellSouth) that address any issues that are similar to the issues pending in this proceeding. Include all such agreements irrespective of whether the agreement is effective in Tennessee or any other state.

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RESPONSE: Cingular objects to this request on the grounds that the phrase "similar to the issues pending in this proceeding" is vague and ambiguous, and Cingular does not know how to interpret it. Cingular further objects that any agreements of any nature executed in jurisdictions other than Tennessee are not relevant to a determination of the issues raised in this arbitration. Cingular further objects to the extent that any requested document is protected by any claim of privilege or confidentiality.

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OATH

STATE OF Georgia)
COUNTY OF Fulton Cobb)

I, William H. Brown, on behalf of BellSouth Mobility LLC; BellSouth Personal Communications, LLC; and Chattanooga MSA Limited Partnership, being first duly sworn according to law, make oath that the preceding answers and responses to the Interrogatories submitted by the Rural Independent Coalition are true, accurate and correct to the best of my knowledge, information and belief.

On Behalf of: BellSouth Mobility LLC;
BellSouth Personal Communications, LLC; and Chattanooga
MSA Limited Partnership

By: William H. Brown

Its: Senior Interconnection Manager

Sworn to and subscribed before me this 28th day of April, 2004.

Gloria J. Pytko
Notary Public

My Commission Expires. 5/25/2007

Respectfully submitted,

Mark J. Ashby
Senior Attorney
Cingular Wireless
5565 Glenridge Connector
Suite 1700
Atlanta, GA 30342

John Paul Walters, Jr.
The Walters Law Firm
Okla Bar Ass'n #9334

**PUBLIC VERSION
CONFIDENTIAL INFORMATION REDACTED**

OATH

STATE OF _____)
COUNTY OF _____)

I, _____, on behalf of
_____, being first duly sworn according to law, make
oath that the preceding answers and responses to the Interrogatories submitted by
the Rural Independent Coalition are true, accurate and correct to the best of my
knowledge, information and belief.

On Behalf of: _____

By: _____

Its: _____

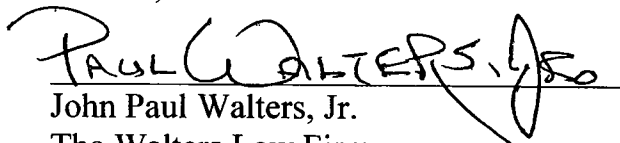
Sworn to and subscribed before me this _____ day of _____, 2004.

Notary Public

My Commission Expires: _____

Respectfully submitted,

Mark J. Ashby
Senior Attorney
Cingular Wireless
5565 Glenridge Connector
Suite 1700
Atlanta, GA 30342


John Paul Walters, Jr.

The Walters Law Firm
Okla. Bar Ass'n #9334
Texas Bar Ass'n #24004142
Missouri Bar Ass'n #42076

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Edmond, OK 73034
Ph. (405) 359-1718; Fx.. (405) 348-1151

CERTIFICATE OF SERVICE

I hereby certify that on April 29, 2004, a true and correct copy of the foregoing has been served on the parties of record, via the method indicated:

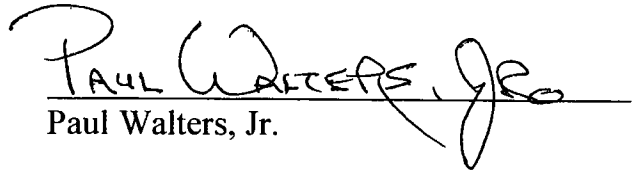
<input type="checkbox"/> Hand <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input checked="" type="checkbox"/> Overnight	Stephen G. Kraskin Kraskin, Lesse & Cosson, LLP 2120 L Street NW, Suite 520 Washington, D.C. 20037
<input type="checkbox"/> Hand <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input checked="" type="checkbox"/> Overnight	William T. Ramsey Neal & Harwell, PLC 2000 One Nashville Place 150 Fourth Avenue North Nashville, Tennessee 37219
<input type="checkbox"/> Hand <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight	J. Gray Sasser, Esquire Miller & Martin LLP 1200 One Nashville Place 150 Fourth Avenue North Nashville, Tennessee 37219
<input checked="" type="checkbox"/> Hand <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight	Paul Walters, Jr. 15 East 1 st Street Edmond, OK 73034
<input type="checkbox"/> Hand <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight	Mark J. Ashby Cingular Wireless 5565 Glennridge Connector Suite 1700 Atlanta, GA 30342

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<input type="checkbox"/> Hand <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight	Suzanne Toller, Esquire Davis Wright Tremaine LLP One Embarcadero Center, #600 San Francisco, CA 94111-3611
<input type="checkbox"/> Hand <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight	Beth K. Fujimoto, Esquire AT&T Wireless Services, Inc. 7277 164 th Ave., NE Redmond, WA 90852
<input type="checkbox"/> Hand <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight	James B. Wright Sprint 14111 Capital Boulevard Wake Forest, NC 27587
<input type="checkbox"/> Hand <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight	Monica M. Barone Sprint PCS 6450 Sprint Parkway, MailStop 2A459 Overland Park, KS 66251
<input type="checkbox"/> Hand <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight	Tom Sams Cleartalk 1600 Ute Avenue Grand Junction, CO 81501
<input type="checkbox"/> Hand <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight	Dan Menser Sr. Corporate Counsel T-Mobile USA, Inc. 12920 SE 38 th Street Bellevue, WA 98006
<input type="checkbox"/> Hand <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight	Marin Fettman Corporate Counsel, Regulatory Affairs T-Mobile USA, Inc. 12920 SE 38 th Street Bellevue, WA 98006

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<input type="checkbox"/> Hand	Leon M. Bloomfield
<input checked="" type="checkbox"/> Mail	Wilson & Bloomfield, LLP
<input type="checkbox"/> Facsimile	1901 Harrison St., Suite 1630
<input type="checkbox"/> Overnight	Oakland, CA 94612


Paul Walters, Jr.

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of)
)
Developing a Unified Intercarrier) CC Docket No. 01-92
Compensation Regime)
)
Petition by T-Mobile *et al* for Declaratory)
Ruling re: Lawfulness of Incumbent Local)
Exchange Carrier Wireless Termination Tariffs)

To: The Commission

SUPPORTING COMMENTS OF CINGULAR WIRELESS LLC

Cingular Wireless LLC (“Cingular”) hereby submits its comments in support of the Petition for Declaratory Ruling filed September 6, 2002 by T-Mobile USA, Inc., PowerTel, Inc., Western Wireless Corporation, Nextel Communications, Inc., and Nextel Partners (the “Petitioners”) regarding the lawfulness of incumbent local exchange carrier (“ILEC”) wireless termination tariffs.¹

I. INDIRECT INTERCONNECTION AMONG WIRELESS CARRIERS AND ILECS FOR TRANSPORT AND TERMINATION OF INTRALATA TRAFFIC IS SUBJECT TO SECTION 251

Indirect Interconnection. Section 251(a)(1) of the Communications Act provides that “Each telecommunications carrier has the duty . . . to interconnect directly *or indirectly* with the facilities and equipment of other telecommunications carriers.” 47 U.S.C. § 251(a)(1) (emphasis

¹ Public Notice, *Comment Sought on Petitions for Declaratory Ruling Regarding Intercarrier Compensation for Wireless Traffic; Pleading Cycle Established*, CC Docket 01-92, DA 02-2436 (Sept. 30, 2002).

added)² Indirect interconnection is often employed when the volume of traffic between two carriers does not justify direct physical transport connections between their switches.

One of the most common forms of interconnection for CMRS carriers is Type 2A interconnection — interconnection at the tandem level — which provides direct interconnection with the tandem switch and also allows indirect interconnection with all of the switches subtending the tandem switch (*i.e.*, the end office switches below that tandem in the network hierarchy).³ The Commission has specifically recognized that this is a permissible form of indirect interconnection to the subtending switches: by using “a trunk between a MSC and the ILEC tandem, . . . the CMRS carrier connects to ILEC end offices connected to the tandem together with other carriers (including IXC)s interconnected through the tandem.”⁴ If the tandem owner agrees to provide transit services to the wireless carrier, Type 2A interconnection allows the wireless carrier to send traffic to another ILEC that is also interconnected at the tandem.

Reciprocal Compensation. Given that a CMRS carrier, who has reached agreement with the tandem owner to provide transit services, has the right to indirectly interconnect with an ILEC via Type 2A interconnection at the tandem serving the ILEC’s end office switch, that ILEC then has the duty, under Section 251(b)(5), to “establish reciprocal compensation

² The Section 251(a)(1) mandate, like that of Section 251(c)(2), pertains to the direct or indirect “physical linking of two networks for the mutual exchange of traffic.” See *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket 96-98, *First Report and Order*, 11 F.C.C.R. 15,499, ¶ 176 (1996) (*Local Competition Order*), *aff’d in part sub nom Competitive Telecommunications Ass’n v. FCC*, 117 F.3d 1068 (8th Cir. 1997); *aff’d in part and vacated in part sub nom Iowa Utilities Board v. FCC*, 120 F.3d 753 (8th Cir. 1997), *aff’d in part and reversed in part sub nom AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (subsequent history omitted). See also *Total Telecommunications Services, Inc. v. AT&T*, 16 F.C.C.R. 5726, ¶¶ 25-26 (2001).

³ See *Developing a Unified Inter-carrier Compensation Regime*, CC Docket 01-92, *Notice of Proposed Rulemaking*, FCC 01-132, ¶ 91 (2001) (*Inter-carrier Compensation NPRM*).

⁴ *Id.* The Commission has specifically endorsed carriers’ right to interconnect at the tandem level. See *Local Competition Order* at ¶ 211-12.

arrangements for the transport and termination of telecommunications ” 47 U.S.C. § 251(b)(5).

The statute does not make this optional. It is the ILEC’s statutory duty.

“Reciprocal compensation” means that each carrier pays the other for the transport and termination of traffic exchanged at the carriers’ interconnection point.⁵ “LECs therefore ‘are obligated, pursuant to section 251(b)(5) . . . to enter into reciprocal compensation arrangements with all CMRS providers . . . for the transport and termination of traffic on each other’s networks.’”⁶

The Commission has held that “reciprocal compensation” requires “symmetrical compensation.”⁷ As Petitioners have pointed out, however, many ILECs avoid this duty — they route intra-MTA traffic destined for the network of a CMRS provider with whom they are interconnected at the tandem through an interexchange carrier (“IXC”).⁸ As a result, instead of paying the terminating carrier reciprocal compensation, the ILEC collects originating access charges from the IXC and the terminating CMRS carrier is paid nothing. Given the reciprocal compensation obligation imposed by Section 251(b)(5), ILECs are obliged to pay the CMRS carrier the cost of transport and termination of ILEC-CMRS calls routed through their point of interconnection, *i.e.*, the tandem.

Duty to Negotiate in Good Faith. Section 251(c)(1) “imposes on incumbent LECs the ‘duty to negotiate in good faith in accordance with section 252 the particular terms and conditions of agreements to fulfill the duties described’ in sections 251(b) and(c), and further provides that ‘[t]he requesting telecommunications carrier also has the duty to negotiate in good

⁵ See 47 C.F.R. § 51.701(e) (“a reciprocal compensation arrangement between two carriers is one in which each of the two carriers receives compensation from the other carrier for the transport and termination on each carrier’s network facilities of telecommunications traffic that originates on the network facilities of the other carrier.”).

⁶ *TSR Wireless, Inc. v US WEST Communications, Inc.*, 15 F.C.C.R. 11,166, ¶ 4 (2000).

⁷ See *Local Competition Order* at ¶¶ 1085-1091.

faith the terms and conditions of such agreements ””⁹ As Petitioners have pointed out, the Commission has long recognized that the unilateral filing of a tariff concerning interconnection without first negotiating the contents of that tariff may not constitute good faith bargaining.¹⁰ The ILEC’s duty to negotiate over transport and termination rates includes a duty to CMRS carriers: “LECs’ reciprocal compensation obligations under section 251(b)(5) apply to all local traffic transmitted between LECs and CMRS providers.”¹¹ Accordingly, an ILEC that attempts to establish compensation rates for CMRS traffic by unilateral tariff is not complying with its obligations under Section 251

Reciprocal Compensation Must Be Based on Cost, Not Access Charges. The Commission has made clear that reciprocal compensation for transport and termination of traffic must be cost-based: “Section 251(d)(2)(A)(i) provides for ‘recovery by each carrier of costs associated with the transport and termination on each carrier’s network facilities of calls that originate on the network facilities of the other carrier ’”¹² Moreover, the Commission expressly held that “traffic to or from a CMRS network that originates and terminates within the same MTA is subject to transport and termination rates under section 251(b)(5), rather than interstate and intrastate access charges.”¹³

The Commission’s rules establish three means for determining the rates for reciprocal compensation:

⁸ Petition at 3 n 8, 5 n.12.

⁹ *Local Competition Order* at ¶ 138, quoting 47 U.S.C. § 251(c)(1).

¹⁰ Petition at 8, see *The Need to Promote Competition and Efficient Use of Spectrum for Radio Common Carrier Services, Declaratory Ruling*, 2 F.C.C.R. 2910, ¶ 56 (1987) (*Second RCC Order*); *Memorandum Opinion and Order on Reconsideration*, 4 F.C.C.R. 2369, ¶¶ 13-14 (1989) (*Third RCC Order*).

¹¹ *Local Competition Order* at ¶ 1041.

¹² *Local Competition Order* at ¶ 1034, quoting 47 U.S.C. § 251(d)(2)(A)(i).

¹³ *Id.* at ¶ 1036.

(a) An incumbent LEC's rates for transport and termination of telecommunications traffic shall be established, at the election of the state commission, on the basis of:

(1) The forward-looking economic costs of such offerings, using a cost study pursuant to §§51.505 and 51.511,

(2) Default proxies, as provided in §51.707; or

(3) A bill-and-keep arrangement, as provided in §51.713.¹⁴

Accordingly, a LEC that sets its transport and termination charges on the basis of its intrastate or interstate access charges, instead of according to the foregoing methodology, is not complying with Section 251.

II. UNILATERAL WIRELESS ACCESS TARIFFS THAT ARE NON-RECIPROCAL AND NON-COST-BASED ARE UNLAWFUL

A. The Unilateral Filing of Tariffs Covering Matters Subject to Good-Faith Negotiation Renders Such Tariffs Unjust and Unreasonable

As discussed above, the Commission has long recognized that a carrier may be acting in bad faith when it preempts the bargaining process and files a unilateral tariff that covers the subject matter about which it has an obligation to negotiate. This is especially the case when the tariff covers matters about which there has been no real attempt to negotiate, or about which there is a dispute, because such a tariff filing renders the negotiation process "meaningless."¹⁵ Cingular agrees with Petitioners that tariff filings by ILECs that purport to establish compensation rates for transport and termination, without good-faith negotiation of the terms thereof, does not constitute good-faith bargaining. ILECs should not be permitted to set these compensation rates unilaterally. Accordingly, the filing of such a tariff should be deemed an unjust and unreasonable practice.

¹⁴ 47 C.F.R. § 51.705(a).

¹⁵ *Third RCC Order*, 4 F.C.C.R. 2369 at ¶14

Moreover, the filing of such a tariff that purports to set the compensation rates for transport and termination of CMRS traffic based on intrastate or interstate access charge elements, with or without an “additive,” should result in the tariff being deemed null and void. Such a tariff not only preempts the negotiation process, but also sets the rate in a manner expressly forbidden by the Commission’s rules.

B. Unilateral ILEC Wireless Access Tariff Filings Effectively Preclude Negotiation of Reasonable, Lawful Agreements

In practice, ILECs’ filing of unilateral wireless access tariffs has made negotiation of lawful and reasonable agreements for termination and transport of CMRS traffic all but impossible. For example, Cingular has been in negotiations with Lennon Telephone Company in Michigan that have proved fruitless because the ILEC insists on compensation rates identical to those it has on file in its tariff. In Missouri, 29 ILECs have filed wireless access tariffs setting their terminating compensation on the basis of the traffic sensitive elements of their intrastate access charges with a \$ 02 per MOU additive substituted for the Carrier Common Line Charge. While some of these ILECs are now in negotiations with CMRS providers, their proposed negotiated rate is identical to the unlawful tariff rate, which is non-cost-based and excessively high. If ILECs can get away with filing tariffs that set termination rates at unlawfully high levels, they have no incentive to bargain in good faith. The structure created by Sections 251 and 252 is effectively undone by such unilateral tariff filings.

CONCLUSION

For the foregoing reasons, Cingular urges the Commission to grant the Petitioners' request for a declaratory ruling. The Commission should declare that unilaterally filed ILEC wireless access tariffs that subject indirectly interconnected traffic to non-reciprocal and non-cost-based termination charges are unjust and unreasonable

Respectfully submitted,

CINGULAR WIRELESS LLC

By: /s/ David G. Richards /MS

J. R. Carbonell
Carol L. Tacker
David G. Richards
5565 Glenridge Connector
Suite 1700
Atlanta, GA 30342
(404) 236-5543

Its Attorneys

October 18, 2002



William H. Brown
Sr. Interconnection Manager
Wholesale Services

Cingular Wireless
5565 Glenridge Connector
Suite 1616
Atlanta, GA 30342
Phone. 404-236-6490
Fax 404 236-6481
e-mail bill.brown@cingular.com

March 5, 2003

Mr. Randy Ham
Managing Director Wireless Negotiations
BellSouth Telecommunications
3535 Colonnade Pkwy, W1A North Bldg
Birmingham, Alabama 35243

Dear Randy,

Thank you for your letter notifying me that Independent Telephone Companies have contacted State Commissions alleging that "... efforts have not been forthcoming from CMRS providers to negotiate interconnection agreements with the ICOs ..." As you know, those allegations are not true. To the contrary, Cingular Wireless is currently negotiating with more than fifty ICOs in BellSouth's nine-state region. In addition, we have thirty agreements with ICOs that have been negotiated and approved by the various State Commissions in the region. We welcome the opportunity to negotiate with any ICO who desires an agreement with us.

When Cingular receives invoices from ICOs with whom we have no interconnection agreement, we always respond promptly with a request to begin negotiations. We usually provide a draft agreement to help get the negotiation process started. Often the ICOs are reluctant to comply with the requirements of the Telecommunications Act of 1996 and the FCC Order, which implemented it. They usually want access charges to apply to local traffic, in direct conflict with the requirements of the FCC Order. They often want the agreements to be non-reciprocal; i.e., with payments made by the CMRS providers to the ICOs for mobile-originated traffic terminated by the ICOs, but with no payment by the ICOs for landline-originated traffic terminated by the CMRS providers. As you know, this is also contrary to the regulatory requirements governing CMRS to LEC interconnection agreements. These are some of the reasons that negotiations with ICOs are often not completed quickly. Nonetheless, Cingular continues to negotiate in good faith.

Randy, you have indicated in your letter that BellSouth would like Cingular to request negotiation with all carriers for traffic terminated to ICOs through BellSouth. It's not clear whether you mean all ICOs in the nine-state region, or only those with which Cingular exchanges traffic. There are probably two hundred or more ICOs in the nine-state area. While Cingular responds to all ICO requests or invoices with an invitation to negotiate an interconnection agreement, it does not seem reasonable to expect Cingular to send letters requesting an interconnection agreement with every ICO in the nine-state region. It is likely that Cingular exchanges no traffic or only a de minimis amount with a large number of these ICOs, and therefore no interconnection agreement is needed. However, BellSouth may be in a position to assist all parties by providing Cingular a list of ICOs to whom Cingular-originated traffic is sent and the volume of traffic sent. Cingular would be glad to send all ICOs thus identified, to the extent we have not already contacted them, a request to negotiate an interconnection agreement.

Your letter also says, "During the Interconnection Agreement negotiations, it was BellSouth's understanding that CMRS providers would request Interconnection Agreement negotiations with all terminating companies under the 1996 Telecommunications Act as part of its responsibilities to implement MPB. Unfortunately this has not been proven to be the case." As you will recall, in the negotiation of a MPB amendment to the interconnection agreement between BellSouth and Cingular, I advised you that Cingular had already requested negotiations

of all ICOs that had sent an invoice or other communications, as well as ICOs we had identified as serving a portion of our coverage area. While we discussed my expectation that implementation of MPB would provide many ICOs with the incentive to contact Cingular and negotiate interconnection agreements in good faith pursuant to sections 251 and 252 of the Telecommunications Act, there was no commitment or expectation that Cingular would contact all ICOs in the nine-state region in order to request interconnection negotiations, or even all ICOs with which Cingular exchanges traffic. Quite the contrary, we discussed the fact that requesting negotiations of all ICOs would be unreasonable for the reasons stated above, and further, that Cingular does not have the ability to identify all ICOs to which it sends traffic through the BST tandems. That is why Cingular employs the method described above; i.e., contacting ICOs that send invoices or other communication, and ICOs that provide service within Cingular's coverage area. The ICOs send invoices based on records that BellSouth provides them, records that are not available to Cingular. As you know, BellSouth and Cingular are currently working together to determine whether BellSouth can provide this information or help Cingular identify these ICOs.

Randy, thanks again for your letter. I hope this response clarifies some generalizations contained therein which do not apply to Cingular. If you have any questions, please let me know. I look forward to continuing to work with you and to resolving the issues raised in your letter.

Yours truly,



William H. Brown
Senior Interconnection Manager

cc: Carl Nickens
Mike VanWeelden



BellSouth Telecommunications, Inc
3535 Colonnade Parkway
NW1A
Birmingham, AL 35243

Bill Mealer
Manager – Wireless Interconnection
205 977-7656
Fax 205 977-7692
E-Mail Bill.Mealer@Bellsouth.com

March 26, 2004

Bill Brown
Cingular Wireless
5565 Glenridge Connector
Suite 1616
Atlanta, GA 30342

Dear Sir or Madam:

Please accept this letter as notification of a refund of charges billed by BellSouth to your company since August 2003 for Non-Local Third Party traffic terminated to an Independent Company in the state of Tennessee (ICO). This refund will appear on your April invoice.

As defined in your Interconnection Agreement, BellSouth has the authority to bill your company for Third Party Termination charges billed to BellSouth by a terminating carrier for terminating your company's Intermediary Traffic.

Due to the pending dispute at the Tennessee Regulatory Authority (TRA) between the ICOs, CMRS Carriers and BellSouth in regards to Wireless originated transit traffic terminating on an ICO switch, BellSouth discontinued payments to the ICOs for termination of CMRS transit traffic in August of 2003. However, billing to the CMRS Carriers continued.

BellSouth plans to refund the amounts billed to the CMRS Carriers for Third Party Termination charges for Tennessee ICOs retroactive to August 2003, and to discontinue future billing while the dispute is pending and while BellSouth is not paying the ICOs for termination of such transit traffic. However, in the event that BellSouth ultimately pays the Tennessee ICOs for the termination of such traffic, whether by settlement agreement or order of the TRA, and whether prospectively, retroactively or both, BellSouth will invoice your company in accordance with your Interconnection Agreement for Third Party Termination charges paid by BellSouth.

If you have any questions regarding this refund, please contact me at 205-977-7656 or email me at bill.mealer@bellsouth.com.

Respectfully,

Bill Mealer

BellSouth
Telecommunications, Inc.
Core Marketing
3535 Colonnade Parkway
WIA North Bldg
Birmingham, AL 35243

Office: 205 977 7655
Fax: 205 977-7692
Home 205 655-5408
Internet: R.J.Ham@bridge.bellsouth.com

Randy Ham
Managing Director
Wireless Negotiations

February 5, 2003

Bill Brown
Cingular Wireless
5565 Glenridge Connector
Suite 1616
Atlanta, GA 30342

Dear Bill,

Various State Public Service/Utility Commissions have become involved in issues regarding inter-carrier compensation for rural Incumbent Local Exchange Carriers also referred to as Independent Companies (ICOs). The focus of this interaction revolves around compensation for Commercial Mobile Radio Service (CMRS) traffic that transits the BellSouth network and terminates to an ICO network. Specifically the ICOs contend that efforts have not been forthcoming from CMRS providers to negotiate interconnection agreements with the ICOs, and as such, BellSouth should continue to compensate the ICOs for such CMRS traffic. Traffic of this type is addressed in the interconnection agreements between our companies.

In our negotiations to provide your company with Meet Point Billing (MPB) records, we moved forward under the assumption that all parties would adhere to requirements in the 1996 Telecommunications Act and subsequent Federal Communications Commission (FCC) orders establishing that the terminating network provider will bill the originating network provider for traffic terminated to its network. Billing of this nature requires that the originating and terminating parties enter into negotiated interconnection agreements.

The Interconnection Agreement that was negotiated between our companies contains a MPB section, which addresses intermediary (transit) traffic and the processing of records between originating and terminating carriers. As you are aware, the processing of such records gives the terminating company the necessary records to bill the originating company. Some ICOs are indicating to the state Commissions that bills to the CMRS providers for this traffic are not being paid.

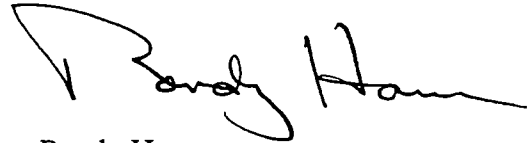
During the Interconnection Agreement negotiations, it was BellSouth's understanding that CMRS providers would request Interconnection Agreement negotiations with all terminating companies under the 1996 Telecommunications Act as part of its responsibilities to implement MPB. Unfortunately this has not been proven to be the case. According to the ICOs, CMRS providers typically do not request negotiations

under the Act, but rather do nothing in hopes that terminating companies do not address the issue and thus do not bill the CMRS provider.

BellSouth's intent in implementing MPB was not to provide a means to subvert payments for valid traffic, rather, BellSouth's intent was to provide billing records for the traffic transiting BellSouth's network and to cease being the intermediary for billing, collection and payment on the third party calls that transit our network.

BellSouth strongly urges the CMRS providers to request negotiation with all carriers for traffic terminated using BellSouth as the intermediary. To the extent that BellSouth is required to pay for CMRS traffic because there is no agreement between the originating and terminating parties, BellSouth may seek to recover those charges from the CMRS provider.

Sincerely,

A handwritten signature in black ink, appearing to read "Randy Ham". The signature is fluid and cursive, with a large initial "R" and a long horizontal stroke at the end.

Randy Ham

BellSouth
Telecommunications, Inc.
Core Marketing
3535 Colonnade Parkway
WIB North Bldg
Birmingham, AL 35243

205 977-7622
Fax: 205 977 7692
Internet Robert.E.James@bridge.bellsouth.com

Bob James
Manager
Wireless Interconnection

August 8, 2002

Bill Brown
Cingular Wireless
5565 Glenridge Connector
Suite 1616
Atlanta, GA 30342

Dear Bill,

As part of BellSouth's continuing effort to ensure accurate CMRS billing, BellSouth has developed a process to classify actual mobile originated usage into Local Traffic and Intermediary Traffic per the Interconnection Agreement between our companies. Since our last correspondence, we have continued to refine the data extracts to more precisely capture actual Intermediary Traffic.

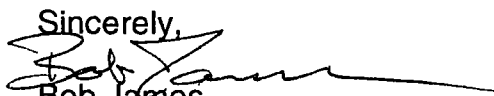
As you know, mobile originated Intermediary Traffic is traffic sent to BellSouth by your company which is not destined for a BellSouth end user but is mobile originated traffic to be delivered to another telecommunications company. Such Intermediary Traffic is comprised of traffic billed to the originating CMRS company at the intermediary rate only, or billed at the intermediary rate plus cost, determined by BellSouth's cost to deliver the traffic to the third party.

After receiving the percentages resulting from our previous study, you requested another study be conducted to confirm the accuracy of those results. The current study also captures calls from Cingular customers to other wireless carriers, which the previous study did not. Attached you will find worksheets for all nine states reflecting traffic classifications showing your current billing percents and the recent results of the traffic classification of your mobile originated traffic (traffic to IXCs is excluded).

The enclosed worksheet also contains the New Billing Percents determined from your actual traffic sent to BellSouth during the study period and utilizing the InterMTA traffic percents that have previously been negotiated. BellSouth will implement these new billing percents effective September 1, 2002.

The current study further confirms the accuracy of the previous study as compared with the estimated rates which were in effect prior to February 15, 2002. As such, the charges based on those rates should be paid in due course.

Should you wish to discuss the results of our classification of your traffic, please call me at 205 977-7656.

Sincerely,

Bob James

<u>Company:</u>	Cingular	
<u>Contract Number:</u>	CMRS 0060	0078
<u>State:</u>	Tennessee	

Traffic Study Information:

Time Period of Study	7/20/01--8/19/01	6/2/02 --7/1/02
Total MOUs captured	56,380,485	71,031,487

Actual Traffic Distribution:

Local (<i>including InterMTA</i>)	87.52%	58.26%
Intermediary Only	7.83%	36.68%
Intermediary Plus Cost	4.65%	5.06%

New Billing Percents:

Local	85.52%	56.26%
InterMTA IntraState	1.00%	1.00%
InterMTA InterState	1.00%	1.00%
Intermediary Only	7.83%	36.68%
Intermediary Plus Cost	4.65%	5.06%



William H. Brown
Sr. Interconnection Manager
Wholesale Services

Cingular Wireless
5565 Glenridge Connector
Suite 1616
Atlanta, GA 30342
Phone. 404-236-6490
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e-mail. bill.brown@cingular.com

July 19, 2002

Mr. Lonnie Smith
BellSouth Telecommunications
3535 Colonnade Pkwy, W1A North Bldg
Birmingham, Alabama 35243

Dear Lonnie,

The purpose of this letter is to request BellSouth Telecommunications (BST) to establish a single account per LATA in each state for each entity to which BellSouth Mobility, LLC terminates traffic in that state. BellSouth Mobility, LLC guarantees payment and any shortfall of payments of the license holders shown on the attached list.

Cingular will not be changing the company names currently shown in the LERG except upon completion of the tax consolidation. Cingular will advise BST as these changes are made over the next few months. The intended outcome is that BellSouth Mobility, LLC will be the license holder, General Partner, or in control of the license holder; and that name will be shown in the LERG upon completion of the tax consolidation and the appropriate paperwork.

It is my understanding that, with the above request and guarantee, BST should be able to complete the implementation of MPB. As previously discussed, implementation of MPB as quickly as absolutely possible is of utmost importance to Cingular.

Your cooperation in handling this matter is greatly appreciated. If you have any questions or need additional information, please let me know.

Thanks,

A handwritten signature in cursive script that reads 'Bill'.

Attachment

cc: Randy Ham
Carl Nickens
Beth Swett
Susan Riley

LICENSEE	Last Revision	By Whom	Contributed to Cingular	Cingular's %	Stock Class	Chain of Ownership	Planned Entity Changes
ALABAMA CELLULAR SERVICE, LLC			Yes	100			Liquidate Alabama Cellular into BellSouth Mobility, LLC 7/31/02
AMERICAN CELLULAR COMMUNICATIONS LLC			Yes	100			Merged into BellSouth Mobility, LLC 6/30/02
ANNISTON-WESTEL COMPANY, LLC			Yes	100			Merges into Alabama Cellular 7/31/02
ATLANTA-ATHENS MSA LIMITED PARTNERSHIP	1/24/02	Cingular	Yes	100	O	The General and Limited Partner in Atlanta-Athens MSA Limited Partnership is American Cellular Communications LLC (ACCL). Georgia Cellular LLC and Georgia Cellular Holdings, LLC, Limited Partners are also wholly owned by ACCL, which is wholly owned by BellSouth Mobility LLC, which is wholly owned by Cingular Wireless LLC	Dissolves 7/31/02 once Georgia Cellular merges into BellSouth Mobility, LLC
BELLSOUTH CAROLINAS PCS, L.L.C.			Yes	100			Merges 7/31/02 into BellSouth PCS, LLC
BELLSOUTH MOBILITY LLC			Yes	100			
BELLSOUTH PERSONAL COMMUNICATIONS, LLC			Yes	100			No Change
CHATTANOOGA MSA LIMITED PARTNERSHIP	1/24/02	Cingular	Yes	85.23	O	The General and Limited Partner in Chattanooga MSA Limited Partnership is BellSouth Personal Communications, LLC Cellular Radio of Chattanooga (CRC) is also a Limited Partner of BellSouth Mobility LLC, the General Partner of CRC and owner of BellSouth Personal Communications, LLC, is wholly owned by Cingular Wireless LLC	Cellular Radio of Chattanooga (29.54%) Alltel Cellular Assoc. of South Carolina Limited Partnership (15%)
DECATUR RSA LIMITED PARTNERSHIP	1/24/02	Cingular	Yes	80	O	The General and Limited Partner in Decatur RSA Limited Partnership, BellSouth Mobility LLC, is wholly owned by Cingular Wireless LLC	Valley Telephone Services (20%)
FLORIDA CELLULAR SERVICE, LLC			Yes	100			Merges 7/31/02
FLORIDA RSA NO. 2B (INDIANA RIVER) LIMITED PARTNERSHIP	1/24/02	Cingular	Yes	71.5	O	The General and Limited Partner in Florida RSA No. 2B (Indian River) Limited Partnership, BellSouth Mobility LLC, is wholly owned by Cingular Wireless LLC	No Change The Seminole Tribe of Florida (28.5%)
GEORGIA RSA NO. 1 LIMITED PARTNERSHIP	1/24/02	Cingular	Yes	74.46	O	The General and Limited Partner in Georgia RSA No. 1 Limited Partnership, BellSouth Mobility LLC, is wholly owned by Cingular Wireless LLC	No Change Wireless Telecom, Inc. (25.5%)
GEORGIA RSA NO. 2 LIMITED PARTNERSHIP	1/24/02	Cingular	Yes	61.23	O	The General and Limited Partner in Georgia RSA No. 2 Limited Partnership, BellSouth Mobility LLC, is wholly owned by Cingular Wireless LLC	No Change Wireless Telecom, Inc. (38.8%)
GEORGIA RSA NO. 3 LIMITED PARTNERSHIP	1/24/02	Cingular	Yes	75	O	The General and Limited Partner in Georgia RSA No. 3 Limited Partnership, BellSouth Mobility LLC, is wholly owned by Cingular Wireless LLC	No Change Fairmont Cellular, Inc. (25%)
HUNTSVILLE MSA LIMITED PARTNERSHIP	1/24/02	Cingular	Yes	100	O	The General and Limited Partner in Huntsville MSA Limited Partnership (HMSALP), Alabama Cellular Service, LLC, is wholly owned by BellSouth Mobility LLC. Huntsville Cellular Telephone, LLC is also a Limited Partner in HMSALP, which is wholly owned by BellSouth Mobility LLC, which is wholly owned by Cingular Wireless LLC	Huntsville terminates once Alabama Cellular merges into BellSouth Mobility, LLC
JACKSONVILLE MSA LIMITED PARTNERSHIP	1/24/02	Cingular	Yes	85.76	O	The General and Limited Partner in Jacksonville MSA Limited Partnership, Florida Cellular Service, LLC, is wholly owned by BellSouth Mobility LLC, which is wholly owned by Cingular Wireless LLC	GTE Mobilenet, Inc. (14.24%)
KENTUCKY CGSA, LLC			Yes	100			Merges into BellSouth Mobility, LLC 7/31/02

Cingular Proprietary and Confidential Information due to the planning information contained in the far right column. Releasable only pursuant to written agreement

Brown, Bill

From: Brown, Bill
Sent: Tuesday, February 13, 2001 5:05 PM
To: 'R.J.Ham@bridge.bellsouth.com'; Brown, Bill
Cc: Sherry.Callan1@bridge.bellsouth.com; Beverly.M.Davis@bridge.bellsouth.com, Galvin, Monica; randy.ham@bellsouth.com; Burleson, Ron; Lancaster, Jan
Subject: RE: Meet Point Billing



STANDA-3.DOC

Randy,

I've inserted a few questions in the draft agreement for you and I to discuss, and made a few minor corrections. I didn't see a provision describing LATA-wide delivery of mobile originated traffic, although the rates are the same as our current LATA-wide rates. I'm sure the intent is for BST to continue to deliver traffic to wireline customers LATA-wide, but I believe the agreement needs a provision to that effect similar to our current agreement. Please review and let's discuss.

Thanks,
Bill

-----Original Message-----

From: R.J.Ham@bridge.bellsouth.com [mailto:R.J.Ham@bridge.bellsouth.com]
Sent: Wednesday, February 07, 2001 9:51 AM
To: bill.brown@cingular.com
Cc: Sherry.Callan1@bridge.bellsouth.com;
Beverly.M.Davis@bridge.bellsouth.com; Monica.Galvin@cingular.com;
randy.ham@bellsouth.com, ron.burleson@cingular.com
Subject: RE: Meet Point Billing

Bill,

As per our conversation this morning I am attaching a copy of the latest standard MPB interconnection agreement, it is only slightly different from the version I sent you in mid-December of 2000, and the changes were not to the MPB section. Sorry for the confusion, as you and I have been discussing for the past year or so, BST wanted to get the MPB implementation process worked out to our satisfaction before tackling Cingular. While I'm sure there will still be problems to work through, we have completed our trial with Sprint PCS and changed those items which caused problems and are ready to proceed with Cingular. I think the next step is, as we discussed, to have the scheduled meeting with Lonnie Smith who is my person handling the implementation phase, for Cingular to go over the MPB interconnection agreement, and then let's develop a conversion schedule.

Randy

BellSouth
Telecommunications, Inc.
Core Marketing
3535 Colonnade Parkway
WIB North Bldg
Birmingham, AL 35243

205 977-7622
Fax 205 977-7692
Internet Robert.E.James@bridge.bellsouth.com

Bob James
Manager
Wireless Interconnection

June 14, 2001

Bill Brown
Manager of State Regulatory
Cingular Wireless
5565 Glenridge Connector
Mail Code 1616
Atlanta, GA 30342

Dear Bill,

Attached is BellSouth's interconnection agreement for Commercial Mobile Radio Services (CMRS) providers. This agreement addresses the release of FCC 01-131, CC Docket Nos. 96-98 and 99-68, as it applies to CMRS providers.

Randy Ham, Managing Director Wireless Negotiations, will be returning to the office on June 25, 2001. Randy will be happy to execute negotiations regarding this agreement.

If I can answer any questions prior to Randy's return, please feel free to contact me.

Sincerely,



Bob James

Attachment

Copy to: Randy Ham

**INTERCONNECTION
AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND**

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AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia Corporation, and _____, ("Carrier") a _____ Corporation and shall be deemed effective as of _____, 200_, (the "Effective Date"). This Agreement may refer to either BellSouth or Carrier or both as a "party" or "parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Carrier is a Commercial Mobile Radio Service ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide CMRS in the states of _____, _____, and _____; and

WHEREAS, the parties wish to interconnect their facilities and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral;

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Carrier agree as follows:

I. Definitions

A. Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

B. Commission is defined as the appropriate regulatory agency in each of BellSouth's nine state region: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

C. Intermediary Traffic is defined as the delivery, pursuant to this agreement or Commission directive, of local or toll (using traditional landline definitions) traffic to or from a local exchange carrier other than BellSouth; a

CLEC; or another telecommunications company such as a CMRS provider other than Carrier through the network of BellSouth or Carrier from or to an end user of BellSouth or Carrier. All local or toll traffic from a local exchange carrier delivered to Carrier not originated on the BellSouth network by BellSouth is considered Intermediary Traffic.

D. Local Traffic is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Carrier within a Major Trading Area ("MTA") and terminates on the network of BellSouth in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from Carrier to BellSouth, and (2) any telephone call that originates on the network of BellSouth that is handed off directly to Carrier in the same LATA in which the call originates and terminates on the network of Carrier in the MTA in which the call is handed off from BellSouth to Carrier. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in the FCC's rules. Traffic delivered to or received from an interexchange carrier is not Local Traffic.

E. Local Interconnection is defined for purposes of this Agreement as the delivery of Local Traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or substantial delay in the processing of the call.

F. Non-Local Traffic is defined as all traffic that is not Local Traffic or access services, as described in section VI of this Agreement.

G. Percent of Interstate Usage (PIU) is defined as a factor to be applied to that portion of Non-Local Traffic comprised of interstate interMTA minutes of use in order to designate those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate interMTA minutes of use, less any interstate minutes of use for "Terminating Party Pays" services, such as 800 Services. The denominator includes all interMTA minutes of use less all minutes attributable to Terminating Party Pays services.

H. Percent Local Usage (PLU) is defined as a factor to be applied to terminating minutes of use. The numerator is all "nonintermediary" Local minutes of use. The denominator is the total minutes of use including Local and Non-Local.

I. Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

J. Type 1 Interconnection is a connection between a BellSouth end office and a CMRS company's point of termination.

K. Type 2A Interconnection a connection between a BellSouth access tandem or local tandem to a CMRS company's point of termination. The CMRS switch functions as an end office.

L. Type 2B Interconnection is a connection between a BellSouth end office and the CMRS company's point of termination. This type connection provides a high usage route from/to NXX codes located in the end office and is provided in conjunction with Type 2A interconnection.

II. Purpose

The parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution including, without limitation, the Act at Sections 251, 252 and 271. The access and interconnection obligations contained herein enable Carrier to provide CMRS in those areas where it is authorized to provide such services within the nine state region of BellSouth

III. Term of the Agreement

A. The term of this Agreement shall be two years, beginning on the Effective Date. If as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section B below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section D below.

B. The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").

C. If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section B above, the Parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties

continue beyond the expiration date of this Agreement to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.

D. Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with Section C above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the applicable Commission(s) for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Carrier pursuant to the terms, conditions and rates set forth in BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended.

IV. Compensation and Billing

A. Compensation

1. Each Party will pay the other for terminating its Local Traffic on the other's network at the Local Interconnection rates as set forth in Attachment B-1. These rates are reciprocal for mobile-to-land and land-to-mobile calls.

2. If Carrier is unable to determine the amount of BellSouth originated traffic (Local Traffic) terminated to Carrier over two-way multi-use facilities, BellSouth will provide to Carrier, upon Carrier's written request to the Local Interconnection Service Center (LISC), on a quarterly basis the percent of total terminating traffic to Carrier that was originated by BellSouth. Such percent will be used to bill BellSouth for the BellSouth Local Traffic for the following quarter.

3. Where one-way trunking is used, each Party will be solely responsible for the recurring and non-recurring cost of that facility up to the POI.

4. The Parties agree to share proportionately in the recurring costs of two-way interconnection facilities.

a. To determine the amount of compensation due to Carrier for interconnection facilities with two-way trunking for the transport of Local Traffic originating on BellSouth's network and terminating on Carrier's network, Carrier will utilize the prior months undisputed Local Traffic usage billed by BellSouth and Carrier to develop the percent of BellSouth originated traffic.

b. BellSouth will bill Carrier for the entire cost of the facility. Carrier will then apply the BellSouth originated percent against the total two-way interconnection facility charges billed by BellSouth to Carrier. Carrier will invoice BellSouth on a monthly basis, this proportionate cost for the facilities utilized by BellSouth.

5. The exchange of the parties' traffic on BellSouth's interLATA EAS routes shall be considered Local Traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

B. Billing

1. The charges for Local Interconnection are to be billed monthly and paid within thirty (30) days. Usage charges will be billed in arrears.

2. Charges for terminating traffic will be the actual conversation minutes of use (MOUs) measured from receipt of answer supervision to receipt of disconnect supervision, with such time accumulated at the end of the billing period and rounded up to the next whole minute.

3. The Parties will use an auditable PLU factor as a method for determining whether traffic is Local or Non-Local. The PLU factor will be used for traffic delivered by either Party for termination on the other Party's network.

4. Billing disputes shall be handled pursuant to the terms of this section.

a. Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the terms of this Agreement.

b. For purposes of this Section, a billing dispute means a dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. By way of example and not by limitation, a billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. Once the billing dispute is resolved, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

c. If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

5 Late payment fees, not to exceed 1 1/2% per month (or a lower percent as specified by an appropriate state regulatory agency) after the due date may be assessed, if undisputed interconnection charges are not paid, within thirty (30) days after the due date of the monthly bill. All charges under this Agreement shall be billed within one (1) year from the

time the charge was incurred; previously unbilled charges more than one (1) year old shall not be billed by either Party.

6. Deposit Policy. When purchasing services from BellSouth, Carrier will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in its sole discretion, some other form of security. Any such security deposit shall in no way release Carrier from its obligation to make complete and timely payments of its bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC1) security interest in Carrier's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Carrier fails to remit to BellSouth any deposit requested pursuant to this Section, service to Carrier may be terminated and any security deposits will be applied to Carrier's account(s).

V. Methods of Interconnection

A. There are three appropriate methods of interconnecting facilities: (1) interconnection via purchase of facilities from either party by the other party; (2) physical collocation; and (3) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations. Type 1, Type 2A and Type 2B interconnection arrangements described in BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended, may be purchased pursuant to this Agreement provided, however, that such interconnection arrangements shall be provided at the rates, terms and conditions set forth in this Agreement. Rates and charges for both virtual and physical collocation may be provided in a separate collocation agreement. Rates for virtual collocation will be based on BellSouth's Interstate Access Services Tariff, FCC #1, Section 20 and/or BellSouth's Intrastate Access Services Tariff, Section E20. Rates for physical collocation will be negotiated on an individual case basis.

B. The parties will accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established to at least one BellSouth access tandem within every LATA Carrier desires to serve, or Carrier may elect to interconnect directly at an end office for interconnection to end users served by that end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after Carrier implements SS7 capability within its own network. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties facilities' shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. In the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate tariff, as amended from time to time will apply. In the event that such facilities are used for two-way interconnection, the appropriate recurring charges for such facilities will be shared by the parties based upon percentages equal to the estimated or actual percentage of traffic on such facilities.

C. Nothing herein shall prevent Carrier from utilizing existing collocation facilities, purchased from the interexchange tariffs, for local interconnection, provided, however, that if Carrier orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a BellSouth charge is applicable thereto, BellSouth shall only charge Carrier the lower of the interstate or intrastate tariffed rate or promotional rate.

D. The parties will establish trunk groups from the interconnecting facilities of subsection (A) of this section. Each party will use its best efforts to construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. Unless otherwise agreed, BellSouth will provide or bear the cost of all trunk groups for the delivery of Local Traffic from BellSouth to Carrier's Mobile Telephone Switching Offices within BellSouth's service territory, and Carrier will provide or bear the cost of all trunk groups for the delivery of traffic from Carrier to each BellSouth access tandem and end office at which the parties interconnect. Carrier will also provide or bear the cost of trunk groups carrying intermediary (transit) traffic.

E. The parties will use an auditable PLU factor as a method for determining whether traffic is Local or Non-Local. The PLU factor will be used for traffic delivered by either party for termination on the other party's network.

F. When the parties provide an access service connection between an Interexchange Carrier ("IXC") and each other, each party will provide its own access services to the IXC. If access charges are billed, each party will bill its own access service rates to the IXC.

G. The ordering and provision of all services purchased from BellSouth by Carrier shall be as set forth in the BellSouth Telecommunications Wireless Customer Guide as that guide is amended by BellSouth from time to time during the term of this Agreement

VI. Non-Local Traffic Interconnection

A. The delivery of Non-Local Traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its Non-Local Traffic on the other party's network, each party will pay either the access charges described in paragraph (B) hereunder or the Non-Local Intermediary Charges described in paragraph (D) hereunder, as appropriate.

B. For originating and terminating intrastate or interstate interMTA Non-Local Traffic, each party shall pay the other BellSouth's intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis, which are set out in BellSouth's Intrastate Access Services Tariff or BellSouth's Interstate Access Services Tariff as those tariffs may be amended from time to time during the term of this Agreement.

C. Actual traffic measurements in each of the appropriate categories is the preferred method of classifying and billing traffic. If, however, either party cannot measure traffic in each category, then the parties shall agree on a surrogate method of classifying and billing traffic, taking into consideration territory served (e.g. MTA boundaries, LATA boundaries and state boundaries) and traffic routing of the parties.

D. If Non-Local Traffic originated by Carrier is delivered by BellSouth for termination to the network of a nonparty telecommunications carrier ("Nonparty Carrier"), then BST will bill Carrier and Carrier shall pay a \$.002 per minute intermediary charge for such Intermediary Traffic in addition to any charges that BST may be obligated to pay to the Nonparty Carrier (collectively called "Non-Local Intermediary Charges"). The charges that BellSouth may be obligated to pay to the Nonparty Carrier may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated. The parties shall agree for purposes of this section, and subject to verification by audit what percentage of the Non-Local Traffic delivered to BellSouth by Carrier shall be subject to Non-Local Intermediary Charges. BellSouth shall not deliver traffic to Carrier which is destined for the network of a nonparty

telecommunications carrier, and thus none of the Non-Local Traffic delivered to Carrier by BellSouth shall be subject to the Non-Local Intermediary Charges. Also, Intermediary Traffic transiting BellSouth's network to Carrier is not Local Traffic and Carrier shall not bill BellSouth for such traffic, as BellSouth is not obligated to pay Carrier for such traffic. In addition, traffic received by BellSouth from an interexchange carrier for delivery to Carrier is not Local Traffic and Carrier shall not bill BellSouth for such traffic.

VII. Provision of Network Elements

A. BellSouth shall, upon request of Carrier, and to the extent technically feasible, provide to Carrier access to its Network Elements for the provision of a Carrier telecommunications service. Any request by Carrier for access to a BellSouth Network Element that is not already available shall be treated as a Network Element bona fide request. Carrier will pay BellSouth the cost associated with the bona fide request if Carrier cancels the request or fails to purchase the service once completed. Carrier shall provide BellSouth access to its Network Elements as mutually agreed by the parties or as required by the Commission or the FCC.

B. A Network Element obtained by one party from the other party under this section may be used in combination with the facilities of the requesting party only to provide a telecommunications service, including obtaining access to information needed to allow Carrier to bill and collect, transmission, and routing of the telecommunications service.

C. A separate agreement or an amendment to this Agreement may be required for utilization of the above referenced Network Elements. The Parties agree to negotiate such a separate Agreement or amendment in good faith.

VIII. Access To Poles, Ducts, Conduits, and Rights of Way

BellSouth will provide to Carrier, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth.

IX. Access to 911/E911 Emergency Network

A. BellSouth and Carrier recognize that 911 and E911 services were designed and implemented primarily as methods of providing emergency services to fixed location subscribers. While BellSouth and Carrier recognize the need to provide "911-like" service to mobile subscribers, both parties recognize that current technological restrictions prevent an exact duplication of the services

provided to fixed location customers. BellSouth will route "911-like" calls received from Carrier to the emergency agency designated by Carrier for such calls. Carrier will provide the information necessary to BellSouth so that each call may be properly routed and contain as much pertinent information as is technically feasible.

B. BellSouth and Carrier recognize that the technology and regulatory requirements for the provision of "911-like" service by CMRS carriers are evolving and agree to modify or supplement the foregoing in order to incorporate industry accepted or regulatory mandated technical improvements that Carrier desires to implement and to permit Carrier to comply with applicable regulatory requirements.

X. Access to Telephone Numbers

Carrier is responsible for interfacing with the North American Numbering Plan administrator for all matters dealing with dedicated NXXs. BellSouth will cooperate with Carrier in the provision of shared NXXs where BellSouth is the service provider.

XI. Local Number Portability

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth will provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

XII. Access to Signaling and Signaling Databases

A. BellSouth will offer to Carrier use of its signaling network and signaling databases on an unbundled basis at BellSouth's published tariffed rates or at unbundled rates that may be available through non-tariffed arrangements. Signaling functionality will be available with both A-link and B-link connectivity.

B. Where interconnection is via B-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall not bill an STP port charge nor shall BellSouth pay a port charge, 2) SS7 Network Usage - BellSouth shall bill its tariffed usage charge and shall pay usage billed by the Carrier at rates not to exceed those charged by BellSouth; 3) SS7 Link - BellSouth will bill its tariffed charges for only two links of each quad ordered. Application of these charges in this manner is designed to reflect the reciprocal

use of the parties' signaling networks. Where interconnection is via A-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall bill its tariffed STP port charge but shall not pay a termination charge at the Carrier's end office; 2) SS7 Network Usage - BellSouth shall bill its tariffed usage charge but shall not pay for any usage; 3) SS7 Link - BellSouth shall bill its tariffed charges for each link in the A-link pair but shall not pay the Carrier for any portion of those links.

XIII. Network Design and Management

A. The parties will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth will provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.

D. Neither party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either party's network interconnection arrangement contained in this Agreement. However, the interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs.

E. The parties will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

F. For network expansion, the parties will review engineering requirements on a periodic basis and establish forecasts for trunk utilization as required by Section V of this Agreement. New trunk groups will be implemented as stated by engineering requirements for both parties.

G. The parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. This exchange of information is required to enable each party to bill properly.

XIV. Auditing Procedures

Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The parties will retain records of call detail for a minimum of nine months from which the PLU, the percent intermediary traffic, the percent interMTA traffic, and the PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit.

XV. Liability and Indemnification

A. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT OR IN THIS SECTION XVI, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE, OR SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY THE OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.

B. Neither party shall be liable to the other for any act or omission of any other telecommunications company providing a portion of a service under this Agreement, nor shall either party hold liable any other telecommunications

company providing a portion of a service under this Agreement for any act or omission of BellSouth or Carrier.

C. Neither party is liable for damages to the other party's terminal location, Point of Interface (POI) nor customer's premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, unless the damage is caused by a party's gross or willful negligence or intentional misconduct.

D. Each party shall be indemnified, defended and held harmless by the other party against any claim, loss or damage arising from the other party's acts or omissions under this Agreement, including without limitation: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the other party's own communications; 2) Claims for patent infringement arising from combining or using the service furnished by either party in connection with facilities or equipment furnished by either party or either party's customer; 3) any claim, loss, or damage claimed by a customer of either party arising from services provided by the other party under this Agreement; or 4) all other claims arising out of an act or omission of the other party in the course of using services provided pursuant to this Agreement. Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

E. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such Loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss

F. Neither BellSouth nor Carrier shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.

G. Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

H. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the customer of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.

I. Notwithstanding any other provision of this Agreement, claims for damages by Carrier or Carrier's clients or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth shall not be subject to such limitation of liability.

J. Notwithstanding any other provision of this Agreement claims for damages by BellSouth or any other person or entity resulting from the gross negligence or willful misconduct of Carrier shall not be subject to such limitation of liability.

K. Neither party assumes liability for the accuracy of the data provided to it by the other party.

L. No license under patents (other than the limited license to use) is granted by either party or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement.

M. Each party's failure to provide or maintain services offered pursuant to this Agreement shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against them, acts of God and other circumstances beyond their reasonable control.

N. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

O. The obligations of the parties contained within this section shall survive the expiration of this Agreement.

XVI. Modification of Agreement

A. BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Carrier any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service, or network element and any other rates, terms and conditions that are interrelated or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

B. If Carrier changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Carrier to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

C. No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

D. Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

E. In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Carrier or BellSouth to perform any material terms of this Agreement, Carrier or

BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section XX.

XVII. Taxes and Fees

A. Definition: For purposes of this section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) which are imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefor.

B. Taxes And Fees Imposed Directly On Either Providing Party Or Purchasing Party.

1. Taxes and fees imposed on the providing party, which are neither permitted nor required to be passed on by the providing party to its customer, shall be borne and paid by the providing party.
2. Taxes and fees imposed on the purchasing party, which are not required to be collected and/or remitted by the providing party, shall be borne and paid by the purchasing party.

C. Taxes And Fees Imposed On Purchasing Party But Collected And Remitted By Providing Party.

1. Taxes and fees imposed on the purchasing party shall be borne by the purchasing party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing party.
2. To the extent permitted by applicable law, any such taxes and fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.
3. If the purchasing party determines that in its opinion any such taxes or fees are not payable, the providing party shall not bill such taxes or fees to the purchasing party if the purchasing party provides written

certification, reasonably satisfactory to the providing party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing party, the purchasing party shall have the right, at its own expense, to contest the same in good faith, in its own name or on the providing party's behalf. In any such contest, the purchasing party shall promptly furnish the providing party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing party and the governmental authority.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a governmental authority; such notice to be provided at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

8. The Purchasing Party shall have the right, at its own expense, to claim a refund or credit, in its own name or on the Providing Party's behalf, of any such tax or fee that it determines to have paid in error, and the Purchasing Party shall be entitled to any recovery thereof.

D. Taxes And Fees Imposed On Providing Party But Passed On To Purchasing Party.

1. Taxes and fees imposed on the providing party, which are permitted or required to be passed on by the providing party to its customer, shall be borne by the purchasing party.
2. To the extent permitted by applicable law, any such taxes and fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.
3. If the purchasing party disagrees with the providing party's determination as to the application or basis of any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing party shall abide by such determination and pay such taxes or fees to the providing party. The providing party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes or fees; provided, however, that any such contest undertaken at the request of the purchasing party shall be at the purchasing party's expense.
4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.
6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a governmental authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

E. **Mutual Cooperation.** In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

XVIII. Treatment of Proprietary and Confidential Information

A. It may be necessary for BellSouth and Carrier, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

B. Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it

C. Exceptions. Recipient will not have an obligation to protect any portion of the Information which:

(a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source

other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential, or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

D. Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the Federal Communications Commission or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

E. Recipient agrees not to publish or use the Information for any advertising, sales promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliates.

F. The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application which is now or may hereafter be owned by the Discloser.

G. Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

XIX. Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will initially refer the issue to the appropriate company representatives. If the issue is not resolved within 30 days, either party may petition the Commission for a resolution of the dispute. However, each party reserves the right to seek judicial review of any ruling made by the Commission concerning this Agreement.

XX. Waivers

Any failure or delay by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XXI. Assignment

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

XXII. Amendment

This Agreement may not be amended in any way except upon written consent of the parties.

XXIII. Severability

In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable, it shall be severed from the Agreement and the remainder of this Agreement shall remain valid and enforceable and shall continue in full force and effect; provided however, that if any severed provisions of this Agreement are essential to any party's ability to continue to perform its material obligations hereunder, the parties shall immediately begin negotiations of new provisions to replace the severed provisions.

XXIV. Survival

Any liabilities or obligations of a party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a party under the provisions regarding indemnification, confidential information, limitations of liability and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall survive expiration or termination thereof.

XXV. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles, and the Communications Act of 1934 as amended by the Act.

XXVI. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

XXVII. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Carrier shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Carrier.

XXVIII. Notices

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person, via overnight mail, or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.
675 W. Peachtree St. N.E.
Suite 4300
Atlanta, Georgia 30375
Attn: Legal Dept. "Wireless" Attorney

Carrier
Street
Suite
City, State ZIP
Attn:

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails; and by overnight mail, the day after being sent.

C. Notwithstanding the foregoing, BellSouth may provide Carrier notice via Internet posting of changes to business processes and policies, notices of new

service offerings, and changes to service offerings not requiring an amendment to this Agreement and any other information of general applicability.

XXIX. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

XXX. Multiple Counterparts

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

XXXI. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby. In the event of any conflict between the term(s) of this Agreement and those of an applicable tariff, the terms of this Agreement shall control.

BellSouth Telecommunications, Inc.

Carrier

By: _____

By: _____

Randy J. Ham
Name

Name

Managing Director -
Wireless Interconnection
Title

Title

Date

Date

Attachment B-1

CMRS Local Interconnection Rates (All rates are Per Minute of Use)

Effective Date through December 14, 2001

All BellSouth States

Type 1 (End Office Switched)	\$.0015
Type 2A (Tandem Switched)	\$.0015
Type 2B Dedicated End Office)	\$.0015

December 15, 2001 through June 14, 2003

Type 1 (End Office Switched)	\$.0010
Type 2A (Tandem Switched)	\$.0010
Type 2B Dedicated End Office)	\$.0010

June 15, 2003 through June 14, 2004

(If such dates are applicable during the term of this Agreement)

Type 1 (End Office Switched)	\$.0007
Type 2A (Tandem Switched)	\$.0007
Type 2B Dedicated End Office)	\$.0007

Attachment B-1

Type 1, Type 2A, & 2B Mobile To Land Trunk Usage (All Rates are Per Voice Grade Trunk)

Mobile originated IntraMTA traffic over BellSouth CMRS Type 1, Type 2A, and CMRS Type 2B trunks, which terminate at Company Tandems (Local or Access) and/or Company End Offices, without recording capability, may be billed in either of two ways. CMRS providers may choose to either be billed a surrogate usage rate, on a per voice grade trunk basis, for mobile originated traffic completed over one-way outward or two way trunks or may choose to provide traffic data in a company prescribed format to be used for billing purposes. CMRS provided traffic data will be billed at the rates prescribe above in this attachment. If the CMRS chooses to provide traffic data, then the detail level provided must be in accordance with Company requirements. Traffic data must be provided no more that 30 days in arrears from the close of the normal billing cycle. If the traffic data is not received in the Company prescribed format in the specified time period, the surrogate usage rate will be applied. Surrogate Usage for IntraMTA mobile originated traffic, which terminates in BST's local service area, shall be billed at a per voice grade trunk level rate as follows:

	<u>Type 1</u>	<u>TYPE 2A</u>	<u>Type 2B</u>
All BellSouth States			
Effective Date thru December 14, 2001	\$19.50	\$19.50	\$19.50
December 15, 2001 Thru June 14, 2003	\$13.00	\$13.00	\$13.00
June 15, 2003 Thru June 14, 2004 (If such dates are applicable during the term of this Agreement)	\$9.10	\$9.10	\$9.10



BellSouth Telecommunications, Inc.
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

Guy M. Hicks
General Counsel

November 16, 2001

615 214 6301
Fax 615 214 7406

VIA HAND DELIVERY

Mr. David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and BellSouth Mobility LLC d/b/a Cingular Wireless and BellSouth Personal Communications, LLC d/b/a Cingular Wireless Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 97-00384 01-01011

Dear Mr. Waddell:

Enclosed for filing are the original and thirteen copies of the Petition for Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and BellSouth Mobility LLC d/b/a Cingular Wireless and BellSouth Personal Communications, LLC d/b/a Cingular Wireless ("Cingular Wireless") Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996. The enclosed Agreement was negotiated by Cingular Wireless and BellSouth and is consistent with the standards for approval.

Cingular Wireless and BellSouth respectfully request that the Petition and Agreement be filed, reviewed and considered for approval as expeditiously as possible.

Very truly yours,

Guy M. Hicks

GMH/dt

Enclosure

cc. Senior Interconnection Manager, Cingular Wireless
Legal, Cingular Wireless
Leah Cooper, BellSouth Telecommunications, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In Re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and BellSouth Mobility LLC d/b/a Cingular Wireless and BellSouth Personal Communications, LLC d/b/a Cingular Wireless Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. 97-00384- 01-01011

**PETITION FOR APPROVAL OF THE INTERCONNECTION AGREEMENT
NEGOTIATED BY BELL SOUTH TELECOMMUNICATIONS, INC. AND
BELL SOUTH MOBILITY LLC D/B/A CINGULAR WIRELESS AND BELL SOUTH
PERSONAL COMMUNICATIONS, LLC D/B/A CINGULAR WIRELESS PURSUANT
TO SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW BellSouth Telecommunications, Inc. ("BellSouth") and BellSouth Mobility LLC d/b/a Cingular Wireless and BellSouth Personal Communications, LLC d/b/a Cingular Wireless ("Cingular Wireless") respectfully file this request with the Tennessee Regulatory Authority (the "TRA") for approval of the attached Interconnection Agreement (the "Agreement"). The Agreement was negotiated between Cingular Wireless and BellSouth pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, ("the Act"). The Agreement provides for the continued interconnection of the two companies' networks, thereby facilitating Cingular Wireless' provision of commercial mobile radio services ("CMRS") to both residential and business customers in Tennessee. Cingular Wireless and BellSouth, therefore, respectfully request that the Authority act within the 90 days specified by the Act and approve the Agreement.

In support of their request, Cingular Wireless and BellSouth state the following:

THE PARTIES

1. BellSouth is an incumbent local exchange carrier authorized to provide local exchange service in Tennessee.

2. Cingular Wireless is a telecommunications carrier that has been granted authority by the Federal Communications Commission to provide CMRS in a specific market in Tennessee.

THE AGREEMENT

3. Cingular Wireless and BellSouth have successfully negotiated the agreement for the continued interconnection of their networks. A copy of the Agreement is attached hereto and incorporated herein by reference.

4. BellSouth and Cingular Wireless have entered into this Agreement, pursuant to Sections 251 (c) and 252 (a) of the Act.

5. Pursuant to Section 252 (e) of the Act, Cingular Wireless and BellSouth are submitting their Agreement to the TRA for its consideration and approval.

COMPLIANCE WITH THE ACT

6. First, as required by Section 252(e)(2)(a)(i) of the Act, the Agreement does not discriminate against any other telecommunications carrier. Other carriers are not bound by the Agreement and remain free to negotiate independently with BellSouth pursuant to Section 252 of the Act.

7. Second, the Agreement is consistent with the public interest, convenience, and necessity, as required by Section 252(e)(2)(a)(ii) of the Act.

APPROVAL OF THE AGREEMENT

8. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the Agreement between Cingular Wireless and BellSouth within 90 days of its submission. The Act provides that the TRA may reject such Agreement only if it finds that the Agreement or any portion thereof discriminates against a telecommunications carrier not a party to the Agreement, or if it finds that the implementation of the Agreement or any portion thereof is not consistent with the public interest, convenience and necessity.

9. Cingular Wireless and BellSouth aver that the Agreement is consistent with the standards for approval.

10. Pursuant to Section 252 (i) of the Act, once the Agreement is approved, BellSouth will make the terms and conditions of the Agreement available to any similarly situated CMRS provider.

11. Cingular Wireless and BellSouth respectfully request that the TRA approve the Agreement negotiated between the parties without revision as expeditiously as possible consistent with the public interest.

This 16th day of Nov., 2001.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By

Guy M. Hicks

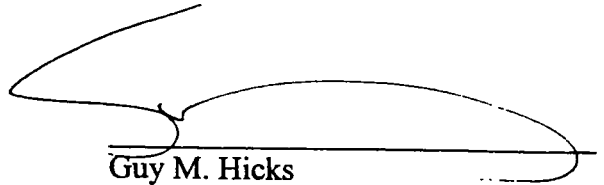
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Interconnection Agreement on the following via United States Mail on the 16th day of Nov., 2001.

Cingular Wireless
Attn: Senior Interconnection Manager
5565 Glenridge Connector, Suite 1616
Atlanta, GA 30342

Cingular Wireless
Attn: Legal
5565 Glenridge Connector, Suite 1728W
Atlanta, GA 30342



Guy M. Hicks

CMRS0003
CMRS0006
CMRS0060
CMRS0078

**INTERCONNECTION
AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND
BELLSOUTH MOBILITY LLC d/b/a CINGULAR WIRELESS
AND
BELLSOUTH PERSONAL COMMUNICATIONS, LLC d/b/a CINGULAR
WIRELESS**

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CMRS0003
CMRS0006
CMRS0060
CMRS0078

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia Corporation, and BellSouth Mobility LLC d/b/a Cingular Wireless, a Delaware limited liability company and BellSouth Personal Communications, LLC d/b/a Cingular Wireless, a Delaware limited liability company, for and on behalf of those entities listed in Attachment A, which entities Cingular Wireless hereby represents it has authority to bind hereunder, (all collectively referred to as "Carrier") and shall be deemed effective as of June 14, 2001, (the "Effective Date"). This Agreement may refer to either BellSouth or Carrier or both as a "party" or "parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Carrier and its affiliates are Commercial Mobile Radio Service ("CMRS") providers licensed by the Federal Communications Commission ("FCC") to provide CMRS in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, the parties wish to interconnect their facilities and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral;

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Carrier agree as follows:

I. Definitions

A. Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

B. Commission is defined as the appropriate regulatory agency in each state of BellSouth's nine state region: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

C. Intermediary Traffic is defined as the delivery, pursuant to this agreement or Commission directive, of local or toll (using traditional landline definitions) traffic to or from a local exchange carrier other than BellSouth; a CLEC; or another telecommunications company such as a CMRS provider other than Carrier through the network of BellSouth or Carrier from or to an end user of BellSouth or Carrier. All local or toll traffic from a local exchange carrier delivered to Carrier not originated on the BellSouth network by BellSouth is considered Intermediary Traffic.

D. Local Traffic is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Carrier within a Major Trading Area ("MTA") and terminates on the network of BellSouth in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from Carrier to BellSouth, and (2) any telephone call that originates on the network of BellSouth that is handed off directly to Carrier in the same LATA in which the call originates and terminates on the network of Carrier in the MTA in which the call is handed off from BellSouth to Carrier. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in the FCC's rules. Traffic delivered to or received from an interexchange carrier is not Local Traffic.

E. Local Interconnection is defined for purposes of this Agreement as the delivery of Local Traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or substantial delay in the processing of the call.

F. Non-Local Traffic is defined as all traffic that is not Local Traffic or access services, as described in section VI of this Agreement.

G. Percent of Interstate Usage (PIU) is defined as a factor to be applied to that portion of Non-Local Traffic comprised of interstate interMTA minutes of use in order to designate those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate interMTA minutes of use, less any interstate minutes of use for "Terminating Party Pays" services, such as 800 Services. The denominator includes all interMTA minutes of use less all minutes attributable to Terminating Party Pays services.

H. Percent Local Usage (PLU) is defined as a factor to be applied to terminating minutes of use. The numerator is all "nonintermediary" Local

minutes of use. The denominator is the total minutes of use including Local and Non-Local.

I. Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

J. Type 1 Interconnection is a connection between a BellSouth end office and a CMRS company's point of termination.

K. Type 2A Interconnection a connection between a BellSouth access tandem or local tandem to a CMRS company's point of termination. The CMRS switch functions as an end office.

L. Type 2B Interconnection is a connection between a BellSouth end office and the CMRS company's point of termination. This type connection provides a high usage route from/to NXX codes located in the end office and is provided in conjunction with Type 2A interconnection.

II. Purpose

The parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution including, without limitation, the Act at Sections 251, 252 and 271. The access and interconnection obligations contained herein enable Carrier to provide CMRS in those areas where it is authorized to provide such services within the nine state region of BellSouth.

III. Term of the Agreement

A. The term of this Agreement shall be two years, beginning on the Effective Date. If as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section B below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section D below.

B. The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").

C. If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section B above, the Parties are unable to satisfactorily

negotiate new local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.

D. Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with Section C above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the applicable Commission(s) for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Carrier pursuant to the terms, conditions and rates set forth in BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended.

IV. Compensation and Billing

A. Compensation

1. Each Party will pay the other for terminating its Local Traffic on the other's network at the Local Interconnection rates as set forth in Attachment B-1. These rates are reciprocal for mobile-to-land and land-to-mobile calls.

2. If Carrier is unable to determine the amount of BellSouth originated traffic (Local Traffic) terminated to Carrier over two-way multi-use facilities, BellSouth will provide to Carrier, upon Carrier's written request to the Local Interconnection Service Center (LISC), on a quarterly basis the percent of total terminating traffic to Carrier that was originated by BellSouth. Such percent will be used to bill BellSouth for the BellSouth Local Traffic for the following quarter.

3. Where one-way trunking is used, each Party will be solely responsible for the recurring and non-recurring cost of that facility up to the POI.

4. The Parties agree to share proportionately in the recurring costs of two-way interconnection facilities.

a. To determine the amount of compensation due to Carrier for interconnection facilities with two-way trunking for the transport of Local Traffic originating on BellSouth's network and terminating on Carrier's network, Carrier will utilize the prior months undisputed Local Traffic usage billed by BellSouth and Carrier to develop the percent of BellSouth originated traffic.

b. BellSouth will bill Carrier for the entire cost of the facility. Carrier will then apply the BellSouth originated percent against the total two-way interconnection facility charges billed by BellSouth to Carrier. Carrier will invoice BellSouth on a monthly basis, this proportionate cost for the facilities utilized by BellSouth.

5. The exchange of the parties' traffic on BellSouth's interLATA EAS routes shall be considered Local Traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

B. Billing

1. The charges for Local Interconnection are to be billed monthly and paid within thirty (30) days. Usage charges will be billed in arrears.

2. Charges for terminating traffic will be the actual conversation minutes of use (MOUs) measured from receipt of answer supervision to receipt of disconnect supervision, with such time accumulated at the end of the billing period and rounded up to the next whole minute.

3. The Parties will use an auditable PLU factor as a method for determining whether traffic is Local or Non-Local. The PLU factor will be

used for traffic delivered by either Party for termination on the other Party's network.

4. Billing disputes shall be handled pursuant to the terms of this section.

a. Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the terms of this Agreement.

b. For purposes of this Section, a billing dispute means a dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. By way of example and not by limitation, a billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. Once the billing dispute is resolved, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

c. If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

5. Late payment fees, not to exceed 1 1/2% per month (or a lower percent as specified by an appropriate state regulatory agency) after the due date may be assessed, if undisputed interconnection charges are not paid, within thirty (30) days after the due date of the monthly bill. All charges under this Agreement shall be billed within one (1) year from the time the charge was incurred; previously unbilled charges more than one (1) year old shall not be billed by either Party.

6. Deposit Policy. When purchasing services from BellSouth, Carrier will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in its sole discretion, some other form of security. Any such security deposit shall in no way release Carrier from its obligation to make complete and timely payments of its bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC1) security interest in Carrier's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Carrier fails to remit to BellSouth any deposit requested pursuant to this Section, service to Carrier may be terminated and any security deposits will be applied to Carrier's account(s).

V. Methods of Interconnection

A. There are three appropriate methods of interconnecting facilities: (1) interconnection via purchase or lease of facilities from either party by the other party; (2) physical collocation; and (3) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations. Type 1, Type 2A and Type 2B interconnection arrangements described in BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended, may be purchased or leased pursuant to this Agreement provided, however, that such interconnection

arrangements shall be provided at the rates, terms and conditions set forth in this Agreement. Rates and charges for both virtual and physical collocation may be provided in a separate collocation agreement. Rates for virtual collocation will be based on BellSouth's Interstate Access Services Tariff, FCC #1, Section 20 and/or BellSouth's Intrastate Access Services Tariff, Section E20. Rates for physical collocation will be negotiated on an individual case basis.

B. The parties will accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established to at least one BellSouth access tandem within every LATA Carrier desires to serve, or Carrier may elect to interconnect directly at an end office for interconnection to end users served by that end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after Carrier implements SS7 capability within its own network. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties facilities' shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. In the event a party interconnects via the purchase of facilities and/or services from the other party, such facilities may be purchased pursuant to a separate agreement by the parties, or pursuant to the appropriate intrastate tariff, as amended from time to time. In the event that such facilities are used for two-way interconnection, the appropriate recurring charges for such facilities will be shared by the parties based upon percentages equal to the estimated or actual percentage of traffic on such facilities.

C. Nothing herein shall prevent Carrier from utilizing existing collocation facilities, purchased from the interexchange tariffs, for local interconnection; provided, however, that if Carrier orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a BellSouth charge is applicable thereto, BellSouth shall only charge Carrier the lower of the interstate or intrastate tariffed rate or promotional rate.

D. The parties will establish trunk groups from the interconnecting facilities of subsection (A) of this section. Each party will use its best efforts to construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. Unless otherwise agreed, BellSouth will provide or bear the cost of all trunk groups for the delivery of Local Traffic from BellSouth to Carrier's Mobile Telephone Switching Offices within BellSouth's service territory, and Carrier will provide or bear the cost of all trunk groups for the delivery of traffic from Carrier to each BellSouth access tandem and end

arrangements shall be provided at the rates, terms and conditions set forth in this Agreement. Rates and charges for both virtual and physical collocation may be provided in a separate collocation agreement. Rates for virtual collocation will be based on BellSouth's Interstate Access Services Tariff, FCC #1, Section 20 and/or BellSouth's Intrastate Access Services Tariff, Section E20. Rates for physical collocation will be negotiated on an individual case basis.

B. The parties will accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established to at least one BellSouth access tandem within every LATA Carrier desires to serve, or Carrier may elect to interconnect directly at an end office for interconnection to end users served by that end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after Carrier implements SS7 capability within its own network. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties facilities' shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. In the event a party interconnects via the purchase of facilities and/or services from the other party, such facilities may be purchased pursuant to a separate agreement by the parties, or pursuant to the appropriate intrastate tariff, as amended from time to time. In the event that such facilities are used for two-way interconnection, the appropriate recurring charges for such facilities will be shared by the parties based upon percentages equal to the estimated or actual percentage of traffic on such facilities.

C. Nothing herein shall prevent Carrier from utilizing existing collocation facilities, purchased from the interexchange tariffs, for local interconnection; provided, however, that if Carrier orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a BellSouth charge is applicable thereto, BellSouth shall only charge Carrier the lower of the interstate or intrastate tariffed rate or promotional rate.

D. The parties will establish trunk groups from the interconnecting facilities of subsection (A) of this section. Each party will use its best efforts to construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. Unless otherwise agreed, BellSouth will provide or bear the cost of all trunk groups for the delivery of Local Traffic from BellSouth to Carrier's Mobile Telephone Switching Offices within BellSouth's service territory, and Carrier will provide or bear the cost of all trunk groups for the delivery of traffic from Carrier to each BellSouth access tandem and end

office at which the parties interconnect. Carrier will also provide or bear the cost of trunk groups carrying intermediary (transit) traffic.

E. The parties will use an auditable PLU factor as a method for determining whether traffic is Local or Non-Local. The PLU factor will be used for traffic delivered by either party for termination on the other party's network.

F. When the parties provide an access service connection between an Interexchange Carrier ("IXC") and each other, each party will provide its own access services to the IXC. If access charges are billed, each party will bill its own access service rates to the IXC.

G. The ordering and provision of all services purchased from BellSouth by Carrier shall be as set forth in the BellSouth Telecommunications Wireless Customer Guide as that guide is amended by BellSouth from time to time during the term of this Agreement.

VI. Non-Local Traffic Interconnection

A. The delivery of Non-Local Traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its Non-Local Traffic on the other party's network, each party will pay either the access charges described in paragraph (B) hereunder or the Non-Local Intermediary Charges described in paragraph (D) hereunder, as appropriate.

B. For originating and terminating intrastate or interstate interMTA Non-Local Traffic, each party shall pay the other BellSouth's intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis, which are set out in BellSouth's Intrastate Access Services Tariff or BellSouth's Interstate Access Services Tariff as those tariffs may be amended from time to time during the term of this Agreement.

C. Actual traffic measurements in each of the appropriate categories is the preferred method of classifying and billing traffic. If, however, either party cannot measure traffic in each category, then the parties shall agree on a surrogate method of classifying and billing traffic, taking into consideration territory served (e.g. MTA boundaries, LATA boundaries and state boundaries) and traffic routing of the parties.

D. If Non-Local Traffic originated by Carrier is delivered by BellSouth for termination to the network of a nonparty telecommunications carrier ("Nonparty Carrier"), then BST will bill Carrier and Carrier shall pay a \$.002 per minute intermediary charge for such Intermediary Traffic in addition to any charges that BST may be obligated to pay to the Nonparty Carrier (collectively called "Non-

Local Intermediary Charges"). The charges that BellSouth may be obligated to pay to the Nonparty Carrier may change during the term of this Agreement and the appropriate rate shall be the rate in effect when the traffic is terminated. The parties shall agree for purposes of this section, and subject to verification by audit, upon the percentage of the Non-Local Traffic delivered to BellSouth by Carrier that shall be subject to Non-Local Intermediary Charges. BellSouth shall not deliver traffic to Carrier traffic which is destined for the network of a nonparty telecommunications carrier, and thus none of the Non-Local Traffic delivered to Carrier by BellSouth shall be subject to the Non-Local Intermediary Charges. Also, Intermediary Traffic transiting BellSouth's network to Carrier is not Local Traffic and Carrier shall not bill BellSouth for such traffic, as BellSouth is not obligated to pay Carrier for such traffic. In addition, traffic received by BellSouth from an interexchange carrier for delivery to Carrier is not Local Traffic and Carrier shall not bill BellSouth for such traffic.

VII. Provision of Network Elements

A. BellSouth shall, upon request of Carrier, and to the extent technically feasible, provide to Carrier access to its Network Elements for the provision of a Carrier telecommunications service. Any request by Carrier for access to a BellSouth Network Element that is not already available shall be treated as a Network Element bona fide request. Carrier will pay BellSouth the cost associated with the bona fide request if Carrier cancels the request or fails to purchase the service once completed. Carrier shall provide BellSouth access to its Network Elements as mutually agreed by the parties or as required by the Commission or the FCC.

B. A Network Element obtained by one party from the other party under this section may be used in combination with the facilities of the requesting party only to provide a telecommunications service, including obtaining access to information needed to allow Carrier to bill and collect, transmission, and routing of the telecommunications service.

C. A separate agreement or an amendment to this Agreement may be required for utilization of the above referenced Network Elements. The Parties agree to negotiate such a separate Agreement or amendment in good faith.

VIII. Access To Poles, Ducts, Conduits, and Rights of Way

BellSouth will provide to Carrier, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth.

IX. Access to 911/E911 Emergency Network

A. BellSouth and Carrier recognize that 911 and E911 services were designed and implemented primarily as methods of providing emergency services to fixed location subscribers. While BellSouth and Carrier recognize the need to provide "911-like" service to mobile subscribers, both parties recognize that current technological restrictions prevent an exact duplication of the services provided to fixed location customers. BellSouth will route "911-like" calls received from Carrier to the emergency agency designated by Carrier for such calls. Carrier will provide the information necessary to BellSouth so that each call may be properly routed and contain as much pertinent information as is technically feasible.

B. BellSouth and Carrier recognize that the technology and regulatory requirements for the provision of "911-like" service by CMRS carriers are evolving and agree to modify or supplement the foregoing in order to incorporate industry accepted or regulatory mandated technical improvements that Carrier desires to implement and to permit Carrier to comply with applicable regulatory requirements.

X. Access to Telephone Numbers

Carrier is responsible for interfacing with the North American Numbering Plan administrator for all matters dealing with dedicated NXXs. BellSouth will cooperate with Carrier in the provision of shared NXXs where BellSouth is the service provider.

XI. Local Number Portability

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth will provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

XII. Access to Signaling and Signaling Databases

A. BellSouth will offer to Carrier use of its signaling network and signaling databases on an unbundled basis at BellSouth's published tariffed rates or at unbundled rates that may be available through non-tariffed arrangements. Signaling functionality will be available with both A-link and B-link connectivity.

B. Where interconnection is via B-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall not bill an STP port charge nor shall BellSouth pay a port charge; 2) SS7 Network Usage - BellSouth shall bill its tariffed usage charge and shall pay usage billed by the Carrier at rates not to exceed those charged by BellSouth; 3) SS7 Link - BellSouth will bill its tariffed charges for only two links of each quad ordered. Application of these charges in this manner is designed to reflect the reciprocal use of the parties' signaling networks. Where interconnection is via A-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall bill its tariffed STP port charge but shall not pay a termination charge at the Carrier's end office; 2) SS7 Network Usage - BellSouth shall bill its tariffed usage charge but shall not pay for any usage; 3) SS7 Link - BellSouth shall bill its tariffed charges for each link in the A-link pair but shall not pay the Carrier for any portion of those links.

XIII. Network Design and Management

A. The parties will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth will provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.

D. Neither party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either party's network interconnection arrangement contained in this Agreement. However, the interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs.

E. The parties will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

F. For network expansion, the parties will review engineering requirements on a periodic basis and establish forecasts for trunk utilization as required by Section V of this Agreement. New trunk groups will be implemented as stated by engineering requirements for both parties.

G. The parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. This exchange of information is required to enable each party to bill properly.

XIV. Auditing Procedures

Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The parties will retain records of call detail for a minimum of nine months from which the PLU, the percent intermediary traffic, the percent interMTA traffic, and the PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit.

XV. Liability and Indemnification

A. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT OR IN THIS SECTION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE, OR SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY THE

OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.

B. Neither party shall be liable to the other for any act or omission of any other telecommunications company providing a portion of a service under this Agreement, nor shall either party hold liable any other telecommunications company providing a portion of a service under this Agreement for any act or omission of BellSouth or Carrier.

C. Neither party is liable for damages to the other party's terminal location, Point of Interface (POI) nor customer's premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, unless the damage is caused by a party's gross or willful negligence or intentional misconduct.

D. Each party shall be indemnified, defended and held harmless by the other party against any claim, loss or damage arising from the other party's acts or omissions under this Agreement, including without limitation: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the other party's own communications; 2) Claims for patent infringement arising from combining or using the service furnished by either party in connection with facilities or equipment furnished by either party or either party's customer; 3) any claim, loss, or damage claimed by a customer of either party arising from services provided by the other party under this Agreement; or 4) all other claims arising out of an act or omission of the other party in the course of using services provided pursuant to this Agreement. Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

E. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such Loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the

first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.

F. Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

G. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the customer of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.

H. Notwithstanding any other provision of this Agreement, claims for damages by Carrier or Carrier's clients or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth shall not be subject to such limitation of liability.

I. Notwithstanding any other provision of this Agreement claims for damages by BellSouth or any other person or entity resulting from the gross negligence or willful misconduct of Carrier shall not be subject to such limitation of liability.

J. Neither party assumes liability for the accuracy of the data provided to it by the other party.

K. No license under patents (other than the limited license to use) is granted by either party or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement.

L. Each party's failure to provide or maintain services offered pursuant to this Agreement shall be excused by labor difficulties, governmental orders, civil

commotion, criminal actions taken against them, acts of God and other circumstances beyond their reasonable control.

M. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

N. The obligations of the parties contained within this section shall survive the expiration of this Agreement.

XVI. Modification of Agreement

A. BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Carrier any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service, or network element and any other rates, terms and conditions that are interrelated or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

B. If Carrier changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Carrier to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

C. No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

D. Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

E. In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Carrier or BellSouth to perform any material terms of this Agreement, Carrier or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section XIX.

XVII. Taxes and Fees

A. Definition: For purposes of this section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) which are imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefor.

B. Taxes And Fees Imposed Directly On Either Providing Party Or Purchasing Party.

1. Taxes and fees imposed on the providing party, which are neither permitted nor required to be passed on by the providing party to its customer, shall be borne and paid by the providing party.

2. Taxes and fees imposed on the purchasing party, which are not required to be collected and/or remitted by the providing party, shall be borne and paid by the purchasing party.

C. Taxes And Fees Imposed On Purchasing Party But Collected And Remitted By Providing Party.

1. Taxes and fees imposed on the purchasing party shall be borne by the purchasing party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing party.

2. To the extent permitted by applicable law, any such taxes and fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

3. If the purchasing party determines that in its opinion any such taxes or fees are not payable, the providing party shall not bill such taxes or fees to the purchasing party if the purchasing party provides written certification, reasonably satisfactory to the providing party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing party, the purchasing party shall have the right, at its own expense, to contest the same in good faith, in its own name or on the providing party's behalf. In any such contest, the purchasing party shall promptly furnish the providing party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing party and the governmental authority.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto; which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a governmental authority; such notice to be provided at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

8. The Purchasing Party shall have the right, at its own expense, to claim a refund or credit, in its own name or on the Providing Party's

behalf, of any such tax or fee that it determines to have paid in error, and the Purchasing Party shall be entitled to any recovery thereof.

D. Taxes And Fees Imposed On Providing Party But Passed On To Purchasing Party.

1. Taxes and fees imposed on the providing party, which are permitted or required to be passed on by the providing party to its customer, shall be borne by the purchasing party.

2. To the extent permitted by applicable law, any such taxes and fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

3. If the purchasing party disagrees with the providing party's determination as to the application or basis of any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing party shall abide by such determination and pay such taxes or fees to the providing party. The providing party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes or fees; provided, however, that any such contest undertaken at the request of the purchasing party shall be at the purchasing party's expense.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses

(including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a governmental authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

E. **Mutual Cooperation.** In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

XVIII. Treatment of Proprietary and Confidential Information

A. It may be necessary for BellSouth and Carrier, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

B. Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.

C. Exceptions. Recipient will not have an obligation to protect any portion of the Information which:

(a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

D. Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the Federal Communications Commission or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

E. Recipient agrees not to publish or use the Information for any advertising, sales promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliates.

F. The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application which is now or may hereafter be owned by the Discloser.

G. Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

XIX. Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will initially refer the issue to the appropriate company representatives. If the issue is not resolved within 30 days, either party may petition the Commission for a resolution of the dispute. However, each party reserves the right to seek judicial review of any ruling made by the Commission concerning this Agreement.

XX. Waivers

Any failure or delay by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure,

shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XXI. Assignment

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

XXII. Amendment

This Agreement may not be amended in any way except upon written consent of the parties.

XXIII. Severability

In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable, it shall be severed from the Agreement and the remainder of this Agreement shall remain valid and enforceable and shall continue in full force and effect; provided however, that if any severed provisions of this Agreement are essential to any party's ability to continue to perform its material obligations hereunder, the parties shall immediately begin negotiations of new provisions to replace the severed provisions.

XXIV. Survival

Any liabilities or obligations of a party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a party under the provisions regarding indemnification, confidential information, limitations of liability and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall survive expiration or termination thereof.

XXV. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles, and the Communications Act of 1934 as amended by the Act.

XXVI. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

XXVII. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Carrier shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Carrier.

XXVIII. Notices

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person, via overnight mail, or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.
675 W. Peachtree St. N.E.
Suite 4300
Atlanta, Georgia 30375
Attn: Legal Dept. "Wireless" Attorney

Cingular Wireless
5565 Glenridge Connector
Suite 1616
Atlanta, GA 30342
Attn: Senior Interconnection
Manager

Copy to:
Cingular Wireless
5565 Glenridge Connector
Suite 1728W
Atlanta, GA 30342
Attn: Legal

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails; and by overnight mail, the day after being sent.

C. Notwithstanding the foregoing, BellSouth may provide Carrier notice via Internet posting of changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement and any other information of general applicability.

XXIX. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

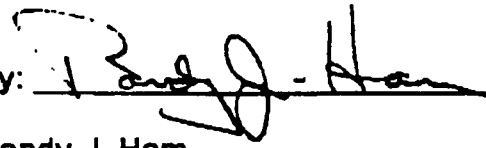
XXX. Multiple Counterparts

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

XXXI. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby. In the event of any conflict between the term(s) of this Agreement and those of an applicable tariff, the terms of this Agreement shall control.

BellSouth Telecommunications, Inc.

By: 

Randy J. Ham
Name

Managing Director -
Wireless Interconnection

Title

9/19/01
Date

**BellSouth Mobility LLC
d/b/a Cingular Wireless**

By: 

Stephen M. Carter
Name

CEO - Cingular Wireless

Title

September 11, 2001
Date

**BellSouth Personal Communications,
LLC d/b/a Cingular Wireless**

By: 

STEPHEN
Stephen M. Carter
Name

CEO - Cingular Wireless

Title

September 11, 2001
Date



ATTACHMENT A
Page 1 of 2

The entities covered by this agreement are:

All States: BellSouth Mobility LLC

Alabama:

Alabama Cellular Service, LLC;
Huntsville Cellular Telephone LLC;
Huntsville MSA Limited Partnership;
Gulf Coast Cellular Telephone Company;
Decatur RSA Limited Partnership;
Anniston-Westel Company, LLC

Florida:

Orlando CGSA, LLC;
Orlando CGSA Holdings, Inc.;
Orlando SMSA Limited Partnership;
Jacksonville MSA Limited Partnership;
Florida Cellular Service, LLC;
Florida RSA No. 2B (Indian River) Limited Partnership

Georgia:

Atlanta-Athens MSA Limited Partnership;
American Cellular Communications LLC;
Georgia RSA No. 1 Limited Partnership;
Georgia RSA No. 2 Limited Partnership;
Northeastern Georgia RSA Limited Partnership;
Georgia RSA No. 3 Limited Partnership;
M-T Cellular, LLC
Georgia Cellular Holdings, LLC

Kentucky:

Kentucky CGSA, LLC;
Westel-Milwaukee Co., LLC

ATTACHMENT A

Page 2 of 2

Louisiana:

Louisiana Cellular Holdings, LLC;
BSCC of Louisiana, LLC
Baton Rouge MSA Limited Partnership;
Lafayette MSA Limited Partnership;
Louisiana CGSA, LLC;
Acadiana Cellular General Partnership;
Louisiana RSA No. 7 Cellular General Partnership;
Louisiana RSA No. 8 Limited Partnership;
Radiofone of Houma-Thibodaux, LLC

Mississippi:

MCTA;
Memphis SMSA Limited Partnership;
Northeast Mississippi Cellular, LLC;
Jackson Cellular LLC;
Jackson Acquisitions LLC;
Jackson Holdings LLC

South Carolina:

South Carolina Cellular Service, LLC;
MCTA;
Alltel Cellular Associates of South Carolina Limited Partnership;
Chattanooga MSA Limited Partnership

Tennessee:

Chattanooga CGSA, LLC;
Memphis SMSA Limited Partnerships;
Memphis CGSA, LLC;
Chattanooga MSA Limited Partnership;
Nashville/Clarksville MSA Limited Partnership;
Tennessee RSA Limited Partnership;
M-T Cellular, LLC;

Attachment B-1

CMRS Local Interconnection Rates **(All rates are Per Minute of Use)**

Effective Date through December 14, 2001

All BellSouth States

Type 1 (End Office Switched)	\$.0015
Type 2A (Tandem Switched)	\$.0015
Type 2B Dedicated End Office)	\$.0015

December 15, 2001 through June 14, 2003

Type 1 (End Office Switched)	\$.0010
Type 2A (Tandem Switched)	\$.0010
Type 2B Dedicated End Office)	\$.0010

June 15, 2003 through June 14, 2004

(If such dates are applicable during the term of this Agreement)

Type 1 (End Office Switched)	\$.0007
Type 2A (Tandem Switched)	\$.0007
Type 2B Dedicated End Office)	\$.0007

Attachment B-1

Type 1, Type 2A, & 2B Mobile To Land Trunk Usage (All Rates are Per Voice Grade Trunk)

Mobile originated IntraMTA traffic over BellSouth CMRS Type 1, Type 2A, and CMRS Type 2B trunks, which terminate at Company Tandems (Local or Access) and/or Company End Offices, without recording capability, may be billed in either of two ways. CMRS providers may choose to either be billed a surrogate usage rate, on a per voice grade trunk basis, for mobile originated traffic completed over one-way outward or two way trunks or may choose to provide traffic data in a company prescribed format to be used for billing purposes. CMRS provided traffic data will be billed at the rates prescribe above in this attachment. If the CMRS chooses to provide traffic data, then the detail level provided must be in accordance with Company requirements. Traffic data must be provided no more that 30 days in arrears from the close of the normal billing cycle. If the traffic data is not received in the Company prescribed format in the specified time period, the surrogate usage rate will be applied. Surrogate Usage for IntraMTA mobile originated traffic, which terminates in BST's local service area, shall be billed at a per voice grade trunk level rate as follows:

	<u>Type 1</u>	<u>TYPE 2A</u>	<u>Type 2B</u>
All BellSouth States			
Effective Date thru December 14, 2001	\$19.50	\$19.50	\$19.50
December 15, 2001 Thru June 14, 2003	\$13.00	\$13.00	\$13.00
June 15, 2003 Thru June 14, 2004 (If such dates are applicable during the term of this Agreement)	\$9.10	\$9.10	\$9.10



BellSouth
Telecommunications, Inc.
Core Marketing
3535 Colonnade Parkway
WIA North Bldg
Birmingham, AL 35243

Office 205 977 7653
Fax 205 977-7692
Internet Paul.McDaris@bridge.bellsouth.com

Paul McDaris
Manager
Wireless Interconnection

March 6, 2002

Via Federal Express

Mr. Bill Brown
Senior Interconnection Manager
BellSouth Mobility LLC d/b/a Cingular Wireless
5565 Glenridge Connector
Mail Code 1616
Atlanta, GA 30342

Dear Mr Brown.

Enclosed is a fully executed original of the Second Amendment to the ("CMRS") Interconnection Agreement between BellSouth Mobility LLC d/b/a Cingular Wireless and BellSouth Telecommunications, Inc. for your file. Additionally I am in the process of making the necessary arrangements to have a filing made with the appropriate Commissions.

I can be reached on 205-977-7653 should you have questions.

Sincerely,

A handwritten signature in black ink that reads "Paul McDaris". The signature is fluid and cursive, with the first and last names being clearly legible.

Paul McDaris
Manager – Wireless Interconnection

Enclosures

cc Randy Ham

CMRS0003
CMRS0006
CMRS0060
CMRS0064
CMRS0078

**Second Amendment to
Interconnection Agreement between
BellSouth Mobility LLC d/b/a Cingular Wireless and BellSouth Personal
Communications, LLC d/b/a Cingular Wireless and
BellSouth Telecommunications, Inc.**

This Agreement (the "Amendment") is made and entered into as of February 1, 2002, between BellSouth Mobility LLC d/b/a Cingular Wireless, a Georgia limited liability company and, BellSouth Personal Communications, LLC d/b/a Cingular Wireless, a Georgia limited liability company ("Cingular Wireless") and, BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation.

WHEREAS, Cingular Wireless and BellSouth (hereinafter referred to collectively as the "Parties") have entered into that certain Interconnection Agreement, effective June 14, 2001, for the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, which has or will be filed with the Commissions in said states; and

WHEREAS the Parties desire to amend the Interconnection Agreement; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cingular Wireless and BellSouth hereby covenant and agree that the Interconnection Agreement be amended as follows:

1. Section XXXII as follows is added to the Interconnection Agreement:

XXXII. Meet Point Billing

A. For purposes of this Agreement, Meet Point Billing, as supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to jointly provided switched access calls and/or calls transiting BellSouth's network from an originating telecommunications carrier other than BellSouth and terminating to a telecommunications carrier other than BellSouth or the originating telecommunications carrier. Subject to Carrier providing all necessary information, BellSouth agrees to participate in Meet Point Billing for traffic which transits it's network when both the originating and terminating parties participate in Meet Point Billing with BellSouth. Traffic from a network which does not participate in Meet Point Billing will be delivered by

BellSouth, however, call records for traffic originated and/or terminated by a non-Meet Point Billing network will not be delivered to the originating and/or terminating network.

B. Parties participating in Meet Point Billing with BellSouth are required to provide information necessary for BellSouth to identify all parties to be billed. Information required for Meet Point Billing includes but is not limited to: (1) Regional Accounting Office code (RAO), (2) Operating Company Number (OCN) and/or Company Code (CC) per state for each entity to be billed (if an OCN/CC is not available for each billed entity BST will render a single bill to Carrier), (3) a unique Access Carrier Name Abbreviation (ACNA), (4) Percent Interstate Usage, (5) Percent Local Usage, (6) 800 Service Percent Interstate Usage or default of 50%, (7) Billing Interconnection Percentage, and, (8) a Screening Telephone Number (STN) from a dedicated NXX associated with each Trunk Group subscribed to by Carrier. A default Billing Interconnection Percentage of 1% BellSouth and 99% Carrier will be used if Carrier does not file with NECA to establish a Billing Interconnection Percentage other than default. Carrier must support Meet Point Billing for all intermediary calls in accordance with Mechanized Exchange Carrier Access Billing (MECAB) guidelines. The parties acknowledge that the exchange of 1150 records will not be required.

C. Meet Point Billing will be provided for traffic which transits BellSouth's network at the access tandem level only. Parties desiring Meet Point Billing will subscribe to access tandem level interconnections (Type 2A Interconnections) with BellSouth and will deliver all transit traffic to BellSouth over such access tandem level interconnections. Additionally, exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes having rate centers within BellSouth's franchised service area, which can be identified as belonging to the originating and terminating network. When the access tandem in which interconnection occurs does not have the capability to record messages, and either surrogate or self-reporting of messages and minutes of use occur, Meet Point Billing will not be possible and will not occur. The parties will work cooperatively to develop and enhance processes to deal with messages handled on a surrogate or self-reporting basis.

D. In a Meet Point Billing environment, when a party actually uses a service provided by BellSouth, and said party desires to participate in Meet Point Billing with BellSouth, said party will be billed for miscellaneous usage charges, as defined in BellSouth's FCC No.1 and appropriate state access tariffs, (i.e. Local Number Portability queries and 800 Data Base queries) necessary to deliver certain types of calls. Should Carrier desire to avoid such charges, Carrier may perform the appropriate data base query prior to delivery of such traffic to BellSouth.

E. Participation in Meet Point Billing is outside the reciprocal compensation requirements of this Agreement. Meet Point Billing, as defined in paragraph A above, under this Section will result in Carrier compensating BellSouth at the intermediary rate in Section VI. D of the Agreement for traffic delivered to BellSouth's network, which terminates to a third party network. Meet Point Billing to IXCs for jointly provided switched access traffic will occur consistent with the most current MECAB billing guidelines

F. Commencement of exchange of records will begin no earlier than ninety (90) days from the later date of the date the contract is signed or the date that all necessary information as defined in paragraph B above is provided. The date the Parties begin the exchange of records process will be the date that the percentages in Section VI.D of the Agreement will no longer be applied to determine what percentage of the non-local traffic delivered to BellSouth by Carrier shall be subject to Non-Local Intermediary charges.

2. Except as expressly provided herein, all other provisions of the Interconnection Agreement shall remain unchanged and in full force and effect.

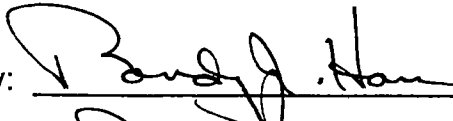
4. Nothing in this Amendment shall in any way amend, modify, alter, limit, change, restrict or otherwise effect the rights, benefits, duties, obligations or liabilities of the Parties.

5. For purposes of this Amendment, capitalized terms have the meanings set forth herein unless the context requires otherwise. Terms that appear herein (whether or not capitalized) that are not defined herein have the meanings ascribed to them in the Interconnection Agreement and if not defined therein, have the meanings ascribed to them in the Act, or (if not defined therein) have the meanings customarily associated with them based on ordinary usage in the telecommunications industry as of the Effective Date.


6. BellSouth and Cingular Wireless covenant that this Amendment shall be promptly submitted to the proper regulatory authorities for approval pursuant to section 252(e) of the Act, and agree that either or both of the parties is authorized to submit this Amendment to the proper regulatory authority.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Bellsouth Telecommunications, Inc.

By: 
Name: Randy J. Ham
Title: Managing Director
Date: 2/28/02

BellSouth Mobility LLC d/b/a Cingular Wireless

By: 
Name: Michael F. Van Weelden
Title: Director - Wholesale Mktg
Date: 2-25-02

OK
WAB
ok,
aw

BellSouth
Telecommunications, Inc.
Core Marketing
3535 Colonnade Parkway
WIA North Bldg
Birmingham, AL 35243

Office 205 977-7653
Fax 205 977 7692
Internet Paul McDaris@bridge bellsouth.com

Paul McDaris
Manager
Wireless Interconnection

September 20, 2001

Via Federal Express

Mr Bill Brown
Cingular Wireless
5565 Glenridge Connector
Suite 1616
Atlanta, GA 30342

Dear Mr. Brown:

As promised, enclosed is a fully executed original of the Commercial Mobile Radio Service ("CMRS") Interconnection Agreement between Cingular Wireless and BellSouth Telecommunications, Inc. for your file. Additionally, I am in the process of making the necessary arrangements to have a filing made with the appropriate Public Service Commissions.

Should you have questions feel free to call me on 205-977-7653

Sincerely,



Paul McDaris
Manager – Wireless Interconnection

Enclosures

cc: Randy Ham

CMRS0003
CMRS0006
CMRS0060
CMRS0078

**INTERCONNECTION
AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND
BELLSOUTH MOBILITY LLC d/b/a CINGULAR WIRELESS
AND
BELLSOUTH PERSONAL COMMUNICATIONS, LLC d/b/a CINGULAR
WIRELESS**

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	Attachment B-1

CMRS0003
CMRS0006
CMRS0060
CMRS0078

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc , ("BellSouth"), a Georgia Corporation, and BellSouth Mobility LLC d/b/a Cingular Wireless, a Delaware limited liability company and BellSouth Personal Communications, LLC d/b/a Cingular Wireless, a Delaware limited liability company, for and on behalf of those entities listed in Attachment A, which entities Cingular Wireless hereby represents it has authority to bind hereunder, (all collectively referred to as "Carrier") and shall be deemed effective as of June 14, 2001, (the "Effective Date"). This Agreement may refer to either BellSouth or Carrier or both as a "party" or "parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Carrier and its affiliates are Commercial Mobile Radio Service ("CMRS") providers licensed by the Federal Communications Commission ("FCC") to provide CMRS in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, the parties wish to interconnect their facilities and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral;

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Carrier agree as follows:

I. Definitions

A. Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

B. Commission is defined as the appropriate regulatory agency in each state of BellSouth's nine state region: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

C. Intermediary Traffic is defined as the delivery, pursuant to this agreement or Commission directive, of local or toll (using traditional landline definitions) traffic to or from a local exchange carrier other than BellSouth; a CLEC, or another telecommunications company such as a CMRS provider other than Carrier through the network of BellSouth or Carrier from or to an end user of BellSouth or Carrier. All local or toll traffic from a local exchange carrier delivered to Carrier not originated on the BellSouth network by BellSouth is considered Intermediary Traffic.

D. Local Traffic is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Carrier within a Major Trading Area ("MTA") and terminates on the network of BellSouth in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from Carrier to BellSouth, and (2) any telephone call that originates on the network of BellSouth that is handed off directly to Carrier in the same LATA in which the call originates and terminates on the network of Carrier in the MTA in which the call is handed off from BellSouth to Carrier. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in the FCC's rules. Traffic delivered to or received from an interexchange carrier is not Local Traffic.

E. Local Interconnection is defined for purposes of this Agreement as the delivery of Local Traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or substantial delay in the processing of the call.

F. Non-Local Traffic is defined as all traffic that is not Local Traffic or access services, as described in section VI of this Agreement.

G. Percent of Interstate Usage (PIU) is defined as a factor to be applied to that portion of Non-Local Traffic comprised of interstate interMTA minutes of use in order to designate those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate interMTA minutes of use, less any interstate minutes of use for "Terminating Party Pays" services, such as 800 Services. The denominator includes all interMTA minutes of use less all minutes attributable to Terminating Party Pays services.

H. Percent Local Usage (PLU) is defined as a factor to be applied to terminating minutes of use. The numerator is all "nonintermediary" Local

minutes of use. The denominator is the total minutes of use including Local and Non-Local.

I. Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

J. Type 1 Interconnection is a connection between a BellSouth end office and a CMRS company's point of termination.

K. Type 2A Interconnection a connection between a BellSouth access tandem or local tandem to a CMRS company's point of termination. The CMRS switch functions as an end office.

L. Type 2B Interconnection is a connection between a BellSouth end office and the CMRS company's point of termination. This type connection provides a high usage route from/to NXX codes located in the end office and is provided in conjunction with Type 2A interconnection.

II. Purpose

The parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution including, without limitation, the Act at Sections 251, 252 and 271. The access and interconnection obligations contained herein enable Carrier to provide CMRS in those areas where it is authorized to provide such services within the nine state region of BellSouth.

III. Term of the Agreement

A. The term of this Agreement shall be two years, beginning on the Effective Date. If as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section B below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section D below.

B. The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").

C. If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section B above, the Parties are unable to satisfactorily

negotiate new local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.

D. Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with Section C above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the applicable Commission(s) for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Carrier pursuant to the terms, conditions and rates set forth in BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended.

IV. Compensation and Billing

A. Compensation

1. Each Party will pay the other for terminating its Local Traffic on the other's network at the Local Interconnection rates as set forth in Attachment B-1. These rates are reciprocal for mobile-to-land and land-to-mobile calls.

2. If Carrier is unable to determine the amount of BellSouth originated traffic (Local Traffic) terminated to Carrier over two-way multi-use facilities, BellSouth will provide to Carrier, upon Carrier's written request to the Local Interconnection Service Center (LISC), on a quarterly basis the percent of total terminating traffic to Carrier that was originated by BellSouth. Such percent will be used to bill BellSouth for the BellSouth Local Traffic for the following quarter.

3. Where one-way trunking is used, each Party will be solely responsible for the recurring and non-recurring cost of that facility up to the POI.

4. The Parties agree to share proportionately in the recurring costs of two-way interconnection facilities.

a. To determine the amount of compensation due to Carrier for interconnection facilities with two-way trunking for the transport of Local Traffic originating on BellSouth's network and terminating on Carrier's network, Carrier will utilize the prior months undisputed Local Traffic usage billed by BellSouth and Carrier to develop the percent of BellSouth originated traffic.

b. BellSouth will bill Carrier for the entire cost of the facility. Carrier will then apply the BellSouth originated percent against the total two-way interconnection facility charges billed by BellSouth to Carrier. Carrier will invoice BellSouth on a monthly basis, this proportionate cost for the facilities utilized by BellSouth.

5. The exchange of the parties' traffic on BellSouth's interLATA EAS routes shall be considered Local Traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

B. Billing

1. The charges for Local Interconnection are to be billed monthly and paid within thirty (30) days. Usage charges will be billed in arrears.

2. Charges for terminating traffic will be the actual conversation minutes of use (MOUs) measured from receipt of answer supervision to receipt of disconnect supervision, with such time accumulated at the end of the billing period and rounded up to the next whole minute.

3. The Parties will use an auditable PLU factor as a method for determining whether traffic is Local or Non-Local. The PLU factor will be

used for traffic delivered by either Party for termination on the other Party's network.

4. Billing disputes shall be handled pursuant to the terms of this section.

a. Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the terms of this Agreement.

b. For purposes of this Section, a billing dispute means a dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. By way of example and not by limitation, a billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. Once the billing dispute is resolved, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

c. If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs

5. Late payment fees, not to exceed 1 1/2% per month (or a lower percent as specified by an appropriate state regulatory agency) after the due date may be assessed, if undisputed interconnection charges are not paid, within thirty (30) days after the due date of the monthly bill. All charges under this Agreement shall be billed within one (1) year from the time the charge was incurred; previously unbilled charges more than one (1) year old shall not be billed by either Party.

6. Deposit Policy. When purchasing services from BellSouth, Carrier will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in its sole discretion, some other form of security. Any such security deposit shall in no way release Carrier from its obligation to make complete and timely payments of its bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC1) security interest in Carrier's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Carrier fails to remit to BellSouth any deposit requested pursuant to this Section, service to Carrier may be terminated and any security deposits will be applied to Carrier's account(s).

V. Methods of Interconnection

A. There are three appropriate methods of interconnecting facilities: (1) interconnection via purchase or lease of facilities from either party by the other party, (2) physical collocation; and (3) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations. Type 1, Type 2A and Type 2B interconnection arrangements described in BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended, may be purchased or leased pursuant to this Agreement provided, however, that such interconnection

arrangements shall be provided at the rates, terms and conditions set forth in this Agreement. Rates and charges for both virtual and physical collocation may be provided in a separate collocation agreement. Rates for virtual collocation will be based on BellSouth's Interstate Access Services Tariff, FCC #1, Section 20 and/or BellSouth's Intrastate Access Services Tariff, Section E20. Rates for physical collocation will be negotiated on an individual case basis.

B. The parties will accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established to at least one BellSouth access tandem within every LATA Carrier desires to serve, or Carrier may elect to interconnect directly at an end office for interconnection to end users served by that end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No TR-NWT-00499 Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after Carrier implements SS7 capability within its own network BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties facilities' shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. In the event a party interconnects via the purchase of facilities and/or services from the other party, such facilities may be purchased pursuant to a separate agreement by the parties, or pursuant to the appropriate intrastate tariff, as amended from time to time. In the event that such facilities are used for two-way interconnection, the appropriate recurring charges for such facilities will be shared by the parties based upon percentages equal to the estimated or actual percentage of traffic on such facilities.

C. Nothing herein shall prevent Carrier from utilizing existing collocation facilities, purchased from the interexchange tariffs, for local interconnection; provided, however, that if Carrier orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a BellSouth charge is applicable thereto, BellSouth shall only charge Carrier the lower of the interstate or intrastate tarified rate or promotional rate.

D. The parties will establish trunk groups from the interconnecting facilities of subsection (A) of this section. Each party will use its best efforts to construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. Unless otherwise agreed, BellSouth will provide or bear the cost of all trunk groups for the delivery of Local Traffic from BellSouth to Carrier's Mobile Telephone Switching Offices within BellSouth's service territory, and Carrier will provide or bear the cost of all trunk groups for the delivery of traffic from Carrier to each BellSouth access tandem and end

office at which the parties interconnect. Carrier will also provide or bear the cost of trunk groups carrying intermediary (transit) traffic.

E. The parties will use an auditable PLU factor as a method for determining whether traffic is Local or Non-Local. The PLU factor will be used for traffic delivered by either party for termination on the other party's network.

F. When the parties provide an access service connection between an Interexchange Carrier ("IXC") and each other, each party will provide its own access services to the IXC. If access charges are billed, each party will bill its own access service rates to the IXC.

G. The ordering and provision of all services purchased from BellSouth by Carrier shall be as set forth in the BellSouth Telecommunications Wireless Customer Guide as that guide is amended by BellSouth from time to time during the term of this Agreement.

VI. Non-Local Traffic Interconnection

A. The delivery of Non-Local Traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its Non-Local Traffic on the other party's network, each party will pay either the access charges described in paragraph (B) hereunder or the Non-Local Intermediary Charges described in paragraph (D) hereunder, as appropriate.

B. For originating and terminating intrastate or interstate interMTA Non-Local Traffic, each party shall pay the other BellSouth's intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis, which are set out in BellSouth's Intrastate Access Services Tariff or BellSouth's Interstate Access Services Tariff as those tariffs may be amended from time to time during the term of this Agreement.

C. Actual traffic measurements in each of the appropriate categories is the preferred method of classifying and billing traffic. If, however, either party cannot measure traffic in each category, then the parties shall agree on a surrogate method of classifying and billing traffic, taking into consideration territory served (e.g. MTA boundaries, LATA boundaries and state boundaries) and traffic routing of the parties.

D. If Non-Local Traffic originated by Carrier is delivered by BellSouth for termination to the network of a nonparty telecommunications carrier ("Nonparty Carrier"), then BST will bill Carrier and Carrier shall pay a \$.002 per minute intermediary charge for such Intermediary Traffic in addition to any charges that BST may be obligated to pay to the Nonparty Carrier (collectively called "Non-

Local Intermediary Charges"). The charges that BellSouth may be obligated to pay to the Nonparty Carrier may change during the term of this Agreement and the appropriate rate shall be the rate in effect when the traffic is terminated. The parties shall agree for purposes of this section, and subject to verification by audit, upon the percentage of the Non-Local Traffic delivered to BellSouth by Carrier that shall be subject to Non-Local Intermediary Charges. BellSouth shall not deliver traffic to Carrier traffic which is destined for the network of a nonparty telecommunications carrier, and thus none of the Non-Local Traffic delivered to Carrier by BellSouth shall be subject to the Non-Local Intermediary Charges. Also, Intermediary Traffic transiting BellSouth's network to Carrier is not Local Traffic and Carrier shall not bill BellSouth for such traffic, as BellSouth is not obligated to pay Carrier for such traffic. In addition, traffic received by BellSouth from an interexchange carrier for delivery to Carrier is not Local Traffic and Carrier shall not bill BellSouth for such traffic.

VII. Provision of Network Elements

A. BellSouth shall, upon request of Carrier, and to the extent technically feasible, provide to Carrier access to its Network Elements for the provision of a Carrier telecommunications service. Any request by Carrier for access to a BellSouth Network Element that is not already available shall be treated as a Network Element bona fide request. Carrier will pay BellSouth the cost associated with the bona fide request if Carrier cancels the request or fails to purchase the service once completed. Carrier shall provide BellSouth access to its Network Elements as mutually agreed by the parties or as required by the Commission or the FCC.

B. A Network Element obtained by one party from the other party under this section may be used in combination with the facilities of the requesting party only to provide a telecommunications service, including obtaining access to information needed to allow Carrier to bill and collect, transmission, and routing of the telecommunications service.

C. A separate agreement or an amendment to this Agreement may be required for utilization of the above referenced Network Elements. The Parties agree to negotiate such a separate Agreement or amendment in good faith.

VIII. Access To Poles, Ducts, Conduits, and Rights of Way

BellSouth will provide to Carrier, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth.

IX. Access to 911/E911 Emergency Network

A. BellSouth and Carrier recognize that 911 and E911 services were designed and implemented primarily as methods of providing emergency services to fixed location subscribers. While BellSouth and Carrier recognize the need to provide "911-like" service to mobile subscribers, both parties recognize that current technological restrictions prevent an exact duplication of the services provided to fixed location customers. BellSouth will route "911-like" calls received from Carrier to the emergency agency designated by Carrier for such calls. Carrier will provide the information necessary to BellSouth so that each call may be properly routed and contain as much pertinent information as is technically feasible.

B. BellSouth and Carrier recognize that the technology and regulatory requirements for the provision of "911-like" service by CMRS carriers are evolving and agree to modify or supplement the foregoing in order to incorporate industry accepted or regulatory mandated technical improvements that Carrier desires to implement and to permit Carrier to comply with applicable regulatory requirements.

X. Access to Telephone Numbers

Carrier is responsible for interfacing with the North American Numbering Plan administrator for all matters dealing with dedicated NXXs. BellSouth will cooperate with Carrier in the provision of shared NXXs where BellSouth is the service provider.

XI. Local Number Portability

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth will provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

XII. Access to Signaling and Signaling Databases

A. BellSouth will offer to Carrier use of its signaling network and signaling databases on an unbundled basis at BellSouth's published tariffed rates or at unbundled rates that may be available through non-tariffed arrangements. Signaling functionality will be available with both A-link and B-link connectivity.

B. Where interconnection is via B-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall not bill an STP port charge nor shall BellSouth pay a port charge; 2) SS7 Network Usage - BellSouth shall bill its tariffed usage charge and shall pay usage billed by the Carrier at rates not to exceed those charged by BellSouth; 3) SS7 Link - BellSouth will bill its tariffed charges for only two links of each quad ordered. Application of these charges in this manner is designed to reflect the reciprocal use of the parties' signaling networks. Where interconnection is via A-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall bill its tariffed STP port charge but shall not pay a termination charge at the Carrier's end office; 2) SS7 Network Usage - BellSouth shall bill its tariffed usage charge but shall not pay for any usage; 3) SS7 Link - BellSouth shall bill its tariffed charges for each link in the A-link pair but shall not pay the Carrier for any portion of those links.

XIII. Network Design and Management

A. The parties will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth will provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.

D. Neither party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either party's network interconnection arrangement contained in this Agreement. However, the interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs.

E. The parties will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks

F. For network expansion, the parties will review engineering requirements on a periodic basis and establish forecasts for trunk utilization as required by Section V of this Agreement. New trunk groups will be implemented as stated by engineering requirements for both parties

G. The parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. This exchange of information is required to enable each party to bill properly.

XIV. Auditing Procedures

Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The parties will retain records of call detail for a minimum of nine months from which the PLU, the percent intermediary traffic, the percent interMTA traffic, and the PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit.

XV. Liability and Indemnification

A. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT OR IN THIS SECTION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE, OR SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY THE

OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.

B. Neither party shall be liable to the other for any act or omission of any other telecommunications company providing a portion of a service under this Agreement, nor shall either party hold liable any other telecommunications company providing a portion of a service under this Agreement for any act or omission of BellSouth or Carrier.

C. Neither party is liable for damages to the other party's terminal location, Point of Interface (POI) nor customer's premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, unless the damage is caused by a party's gross or willful negligence or intentional misconduct

D. Each party shall be indemnified, defended and held harmless by the other party against any claim, loss or damage arising from the other party's acts or omissions under this Agreement, including without limitation: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the other party's own communications, 2) Claims for patent infringement arising from combining or using the service furnished by either party in connection with facilities or equipment furnished by either party or either party's customer; 3) any claim, loss, or damage claimed by a customer of either party arising from services provided by the other party under this Agreement; or 4) all other claims arising out of an act or omission of the other party in the course of using services provided pursuant to this Agreement. Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

E. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such Loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the

first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.

F. Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

G. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the customer of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.

H. Notwithstanding any other provision of this Agreement, claims for damages by Carrier or Carrier's clients or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth shall not be subject to such limitation of liability.

I. Notwithstanding any other provision of this Agreement claims for damages by BellSouth or any other person or entity resulting from the gross negligence or willful misconduct of Carrier shall not be subject to such limitation of liability.

J. Neither party assumes liability for the accuracy of the data provided to it by the other party.

K. No license under patents (other than the limited license to use) is granted by either party or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement

L. Each party's failure to provide or maintain services offered pursuant to this Agreement shall be excused by labor difficulties, governmental orders, civil

commotion, criminal actions taken against them, acts of God and other circumstances beyond their reasonable control.

M. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

N. The obligations of the parties contained within this section shall survive the expiration of this Agreement.

XVI. Modification of Agreement

A. BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Carrier any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service, or network element and any other rates, terms and conditions that are interrelated or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

B. If Carrier changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Carrier to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

C. No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

D. Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

E. In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Carrier or BellSouth to perform any material terms of this Agreement, Carrier or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section XIX.

XVII. Taxes and Fees

A. **Definition:** For purposes of this section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) which are imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefor.

B. **Taxes And Fees Imposed Directly On Either Providing Party Or Purchasing Party.**

1. Taxes and fees imposed on the providing party, which are neither permitted nor required to be passed on by the providing party to its customer, shall be borne and paid by the providing party.
2. Taxes and fees imposed on the purchasing party, which are not required to be collected and/or remitted by the providing party, shall be borne and paid by the purchasing party.

C. **Taxes And Fees Imposed On Purchasing Party But Collected And Remitted By Providing Party.**

1. Taxes and fees imposed on the purchasing party shall be borne by the purchasing party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing party.
2. To the extent permitted by applicable law, any such taxes and fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

3. If the purchasing party determines that in its opinion any such taxes or fees are not payable, the providing party shall not bill such taxes or fees to the purchasing party if the purchasing party provides written certification, reasonably satisfactory to the providing party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing party, the purchasing party shall have the right, at its own expense, to contest the same in good faith, in its own name or on the providing party's behalf. In any such contest, the purchasing party shall promptly furnish the providing party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing party and the governmental authority.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a governmental authority; such notice to be provided at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

8. The Purchasing Party shall have the right, at its own expense, to claim a refund or credit, in its own name or on the Providing Party's

behalf, of any such tax or fee that it determines to have paid in error, and the Purchasing Party shall be entitled to any recovery thereof.

D. Taxes And Fees Imposed On Providing Party But Passed On To Purchasing Party.

1. Taxes and fees imposed on the providing party, which are permitted or required to be passed on by the providing party to its customer, shall be borne by the purchasing party.

2. To the extent permitted by applicable law, any such taxes and fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

3. If the purchasing party disagrees with the providing party's determination as to the application or basis of any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing party shall abide by such determination and pay such taxes or fees to the providing party. The providing party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes or fees; provided, however, that any such contest undertaken at the request of the purchasing party shall be at the purchasing party's expense.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses

(including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a governmental authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

E. **Mutual Cooperation.** In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

XVIII. Treatment of Proprietary and Confidential Information

A. It may be necessary for BellSouth and Carrier, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

B. Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.

C. Exceptions. Recipient will not have an obligation to protect any portion of the Information which:

(a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

D. Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the Federal Communications Commission or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

E. Recipient agrees not to publish or use the Information for any advertising, sales promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliates.

F. The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application which is now or may hereafter be owned by the Discloser.

G. Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

XIX. Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will initially refer the issue to the appropriate company representatives. If the issue is not resolved within 30 days, either party may petition the Commission for a resolution of the dispute. However, each party reserves the right to seek judicial review of any ruling made by the Commission concerning this Agreement.

XX. Waivers

Any failure or delay by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure,

shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XXI. Assignment

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party without the consent of the other Party, provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

XXII. Amendment

This Agreement may not be amended in any way except upon written consent of the parties.

XXIII. Severability

In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable, it shall be severed from the Agreement and the remainder of this Agreement shall remain valid and enforceable and shall continue in full force and effect; provided however, that if any severed provisions of this Agreement are essential to any party's ability to continue to perform its material obligations hereunder, the parties shall immediately begin negotiations of new provisions to replace the severed provisions.

XXIV. Survival

Any liabilities or obligations of a party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a party under the provisions regarding indemnification, confidential information, limitations of liability and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall survive expiration or termination thereof.

XXV. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles, and the Communications Act of 1934 as amended by the Act.

XXVI. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

XXVII. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Carrier shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Carrier

XXVIII. Notices

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person, via overnight mail, or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.
675 W. Peachtree St. N.E
Suite 4300
Atlanta, Georgia 30375
Attn: Legal Dept. "Wireless" Attorney

Cingular Wireless
5565 Glenridge Connector
Suite 1616
Atlanta, GA 30342
Attn: Senior Interconnection
Manager

Copy to:
Cingular Wireless
5565 Glenridge Connector
Suite 1728W
Atlanta, GA 30342
Attn: Legal

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails; and by overnight mail, the day after being sent.

C. Notwithstanding the foregoing, BellSouth may provide Carrier notice via Internet posting of changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement and any other information of general applicability.

XXIX. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement

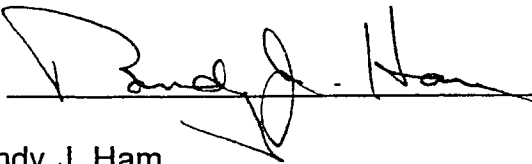
XXX. Multiple Counterparts

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

XXXI. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby. In the event of any conflict between the term(s) of this Agreement and those of an applicable tariff, the terms of this Agreement shall control.

BellSouth Telecommunications, Inc.

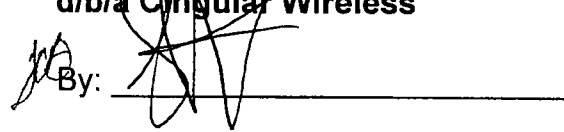
By: 

Randy J. Ham
Name

Managing Director -
Wireless Interconnection
Title

9/19/01
Date

**BellSouth Mobility LLC
d/b/a Cingular Wireless**

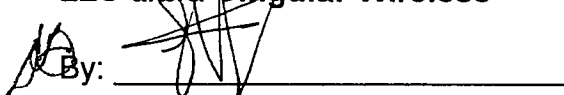
By: 

Stephen M. Carter
Name

CEO - Cingular Wireless
Title

September 11, 2001
Date

**BellSouth Personal Communications,
LLC d/b/a Cingular Wireless**

By: 

STEPHEN
Steven M. Carter
Name

CEO - Cingular Wireless
Title

September 11, 2001
Date



ATTACHMENT A

Page 1 of 2

The entities covered by this agreement are:

All States: BellSouth Mobility LLC

Alabama:

Alabama Cellular Service, LLC;
Huntsville Cellular Telephone LLC;
Huntsville MSA Limited Partnership;
Gulf Coast Cellular Telephone Company;
Decatur RSA Limited Partnership;
Anniston-Westel Company, LLC

Florida:

Orlando CGSA, LLC;
Orlando CGSA Holdings, Inc.;
Orlando SMSA Limited Partnership,
Jacksonville MSA Limited Partnership;
Florida Cellular Service, LLC;
Florida RSA No. 2B (Indian River) Limited Partnership

Georgia:

Atlanta-Athens MSA Limited Partnership;
American Cellular Communications LLC;
Georgia RSA No. 1 Limited Partnership;
Georgia RSA No. 2 Limited Partnership;
Northeastern Georgia RSA Limited Partnership;
Georgia RSA No. 3 Limited Partnership;
M-T Cellular, LLC
Georgia Cellular Holdings, LLC

Kentucky:

Kentucky CGSA, LLC;
Westel-Milwaukee Co., LLC

ATTACHMENT A

Page 2 of 2

Louisiana:

Louisiana Cellular Holdings, LLC;
BSCC of Louisiana, LLC
Baton Rouge MSA Limited Partnership;
Lafayette MSA Limited Partnership;
Louisiana CGSA, LLC;
Acadiana Cellular General Partnership;
Louisiana RSA No. 7 Cellular General Partnership;
Louisiana RSA No. 8 Limited Partnership;
Radiofone of Houma-Thibodaux, LLC

Mississippi:

MCTA;
Memphis SMSA Limited Partnership;
Northeast Mississippi Cellular, LLC;
Jackson Cellular LLC;
Jackson Acquisitions LLC;
Jackson Holdings LLC

South Carolina:

South Carolina Cellular Service, LLC;
MCTA;
Alltel Cellular Associates of South Carolina Limited Partnership;
Chattanooga MSA Limited Partnership

Tennessee:

Chattanooga CGSA, LLC;
Memphis SMSA Limited Partnerships;
Memphis CGSA, LLC;
Chattanooga MSA Limited Partnership;
Nashville/Clarksville MSA Limited Partnership;
Tennessee RSA Limited Partnership;
M-T Cellular, LLC;

Attachment B-1

CMRS Local Interconnection Rates (All rates are Per Minute of Use)

Effective Date through December 14, 2001

All BellSouth States

Type 1 (End Office Switched)	\$.0015
Type 2A (Tandem Switched)	\$.0015
Type 2B Dedicated End Office)	\$.0015

December 15, 2001 through June 14, 2003

Type 1 (End Office Switched)	\$.0010
Type 2A (Tandem Switched)	\$.0010
Type 2B Dedicated End Office)	\$.0010

June 15, 2003 through June 14, 2004

(If such dates are applicable during the term of this Agreement)

Type 1 (End Office Switched)	\$.0007
Type 2A (Tandem Switched)	\$.0007
Type 2B Dedicated End Office)	\$.0007

Attachment B-1

Type 1, Type 2A, & 2B Mobile To Land Trunk Usage (All Rates are Per Voice Grade Trunk)

Mobile originated IntraMTA traffic over BellSouth CMRS Type 1, Type 2A, and CMRS Type 2B trunks, which terminate at Company Tandems (Local or Access) and/or Company End Offices, without recording capability, may be billed in either of two ways. CMRS providers may choose to either be billed a surrogate usage rate, on a per voice grade trunk basis, for mobile originated traffic completed over one-way outward or two way trunks or may choose to provide traffic data in a company prescribed format to be used for billing purposes. CMRS provided traffic data will be billed at the rates prescribe above in this attachment. If the CMRS chooses to provide traffic data, then the detail level provided must be in accordance with Company requirements. Traffic data must be provided no more that 30 days in arrears from the close of the normal billing cycle. If the traffic data is not received in the Company prescribed format in the specified time period, the surrogate usage rate will be applied. Surrogate Usage for IntraMTA mobile originated traffic, which terminates in BST's local service area, shall be billed at a per voice grade trunk level rate as follows:

	<u>Type 1</u>	<u>TYPE 2A</u>	<u>Type 2B</u>
All BellSouth States			
Effective Date thru December 14, 2001	\$19.50	\$19.50	\$19.50
December 15, 2001 Thru June 14, 2003	\$13.00	\$13.00	\$13.00
June 15, 2003 Thru June 14, 2004 (If such dates are applicable during the term of this Agreement)	\$9.10	\$9.10	\$9.10

Brown, Bill

From: Riley, Susan
Sent: Tuesday, June 04, 2002 2:45 PM
To: Brown, Bill; Azeem, Mohammad; Brookshire, Amy; Kerr, Kathie; Casillas, Libby; Barrozo, Denise; Chervenak, Donna
Cc: Lonnie Smith (E-mail); Beverly Davis (E-mail)
Subject: MPB meeting follow up

Just a quick recap of our meeting this morning, what the next steps are and why it is imperative that we get this done yesterday!

There are 2 main issues

1. The contract name, licensee name, OCN and NXX need to be in sync for meet point billing to be implemented. BST wanted to send invoices by LATA. They cannot do this because there are multiple licensee names within a LATA. BST now needs to separate the invoices out by the separate licensee names (Kathy is very happy). BST is unable to do this because there are approximately 6 licensee names with no OCN assigned to them.

- Lonnie will clean up the current list he has. We will be able to determine the companies that we need to acquire OCN's from his list.
- Christy will prepare the paperwork necessary to order the OCNs.
- Once Christy has the paperwork finalized, Libby will order the OCN's and have the corrections made in the LERG. We will receive the cleaned up document by tomorrow afternoon (6/5). Christy will turn this around and get it to Libby. We understand that it takes approximately 10 days to get the changes completed. Libby, once you have the paperwork from Christy, can you submit the request by Fri (6/7)?

2. Billing system issue. Cingular cannot accept an electronic bill. With the new billing system in place, we will be able to accept the electronic billing for meet point billing. This is expected to be operational within 60-90 days. Kathy will obtain an LOA for Lonnie and supply the billing feed address to BST once the contract is signed (this week).

Under the current intercarrier compensation arrangements with BST, Cingular pays BST a significantly higher rate per MOU for mobile-originated traffic that transits the BST tandem and terminates to independent telephone companies (ITCs). The higher charges are intrastate access charges charged by the ITCs and passed on by BST. The percentage of traffic subject to those higher charges has recently been changed from fairly low percentages based on the companies' estimates to dramatically higher percentages based on BST traffic studies. The financial impact of the change on the Southeast and Gulf regions' interconnection expenses is estimated to be \$1.4 million per month or \$16.3 million per year. These charges will be eliminated as soon as MPB is implemented. Therefore, each month implementation of MPB is delayed costs Cingular \$1.4 million. Please consider this in determining the priority you give this project.

Susan Riley
Sr. Contract Manager
404-236-6902
404-401-3446 (M)
ipage-susanriley@imcingular.com

VOLUME AND TERM AGREEMENT

This Volume and Term ("V&T") Agreement ("Agreement") is entered into by and between BellSouth Telecommunications, Inc., a Georgia corporation ("BellSouth") and BellSouth Cellular Corp., on behalf of itself and its affiliated companies, that are authorized providers of wireless services as defined in the Federal Communication Commission's rules (hereinafter collectively referred to as BellSouth Cellular or "Customer") as set forth herein

I. DEFINITIONS

A. This "V&T" Agreement is a customized Contract Service Arrangement ("CSA" offering of certain services to be purchased by Customer from BellSouth in the telephone exchanges served by BellSouth in Georgia, Florida, Alabama, Tennessee, Kentucky, Mississippi, Louisiana, North Carolina and South Carolina. This V&T Agreement provides the Customer certain levels of discounts based upon the Customer's commitment to and attainment of an Annual Revenue Commitment in accordance with the requirements described in this Agreement. This V&T Agreement shall not constitute an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (an "Interconnection Agreement").

B. "Annual Revenue Commitment" represents the agreed upon amount of billing to Customer by BellSouth for BellSouth's telephone services purchased by Customer each year that Customer agrees to achieve for the purposes of the V&T Agreement. Customer's Annual Revenue Commitment is included in Appendix I of this Agreement.

C. "Discount Level" is the percentage reduction applied monthly to the total recurring charges for the BellSouth services that are eligible for participation in the V&T offering and for which billing has occurred or will occur during the current billing period.

D. "V&T Eligible Services" include only those services used to calculate the Annual Revenue Commitment as listed in Appendix II. Billing for non-recurring charges, local usage, taxes, and publicly imposed surcharges including but not limited to the

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surcharges for 911 service and dual party relay service, is not considered V&T Eligible and was not used to calculate the Annual Revenue Commitments.

E. "Discount Eligible Services" include only those Services purchased by Customer that are appropriate for inclusion in the calculation of the percentage reduction off the combined total tariffed rates as mutually agreed to by Customer and BellSouth. The Discount Eligible Services are listed in Appendix II.

F. "A Contract Year" is the twelve-month period during the term of this Agreement beginning on the effective date of the Agreement and will last for 12 months. This date shall also establish the anniversary date for this V&T agreement. The effective date of this agreement shall be December 1, 1999.

G. The "Term" of this Agreement shall be 7 years.

H. The "Expiration Date" of this Agreement shall be the last day of the 7th Contract Year at 11:59 p.m.

II. ANNUAL REVENUE COMMITMENT

A. Customer agrees to an Annual Revenue Commitment in each Contract Year of the V&T Agreement as specified in Appendix I.

B. BellSouth and Customer agree that all recurring charges for V&T Eligible Services billed by BellSouth shall be applied toward Customer's Annual Revenue Commitment. Customer's progress toward meeting the Annual Revenue Commitment will be tracked by BellSouth and measured in pre-discount billed dollars based on the tariffed rates with a BellSouth bill date within the appropriate Contract Year.

C. In the event the Annual Revenue Commitment is adjusted due to a Business Change, Higher Order of Service, or Tariff Change as defined in this Agreement, the Annual Revenue Commitment levels contained in Appendix I shall be renegotiated. In the event of a tariff change, the Annual Revenue Commitment will change by a percentage equal to the tariff change.

D. Customer may substitute or change cell sites or locations provided that such changes shall not affect the Annual Revenue Commitment.

E. Annual Revenue Commitment does not include services purchased by Customer from the BellSouth Federal or State Access Tariff.

F. Customer will receive credit towards achievement of the Annual Revenue Commitment for recurring charges that are waived as a result of BellSouth's failure to meet service commitments as set forth in the State Private Line Tariffs and Special Assembly Contracts as applicable.

III. DISCOUNT LEVELS

A. BellSouth shall apply a discount that is a percentage reduction off the total recurring charges within the total billed revenue associated with the Eligible Services. Discount Levels shall be based on the Annual Revenue Commitment and are provided in Appendix I. The applicable Discount Level shall be selected from the Table contained in Appendix I.

B. Charges billed pursuant to Interconnection Agreements, Federal or State Access Services tariffs, and billing for taxes or public imposed surcharges, including but not limited to, the surcharges for 911 or dual party relay services, and charges billed for less than a full month's services will not be subject to a Discount.

C. Charges billed to Customer for Contract Service Arrangements (other than this V&T Agreement), Special Service Arrangement, WATSSaver, End User Common Line Charges, and Special Access are not eligible for the application of the Discount.

IV. DESIGN SUPPORT SERVICES

A. BellSouth agrees to provide to Customer Design Support Services during the period prior to Customer turn up of wireless service for commercial availability in each of its license areas in the BellSouth service area. The Design Support Services shall include

the provision of a dedicated system designer from the date of the execution of this Agreement to Customer's initial turn up of wireless service for commercial availability.

B. The annual network optimization will be performed by BellSouth in order to reduce Customer's "per unit transport" cost.

C. 1. All Design/Plant Engineering work and network optimization performed by BellSouth shall be proprietary to BellSouth. Design/Plant Engineering support services provided in the fulfillment of new cell site provisioning will be provided at no additional charge to the Customer. Design/Plant Engineering support services include:

- a. Initial system design
- b. Initial planning of new cell sites
- c. Site visits for quotes of all special engineering and construction charges
- d. Site construction meeting
- e. Final site inspection.

2. Any Design/Plant Engineering services not completed in the fulfillment of new cell site provisioning will be provided to Customer at the rate of \$175 per hour.

3. BellSouth agrees to perform the annual network optimization at no additional charge. Any additional network optimization will be provided to Customer at the rate of \$175 per hour.

4. The charges for Design/Plant Engineering and network optimization services may be deferred and allocated over the term of the Agreement at an annual interest rate of 12%. In the event the Customer terminates this Agreement, any deferred charges will be due 30 days after the termination becomes effective.

V. REGULATORY CONSIDERATIONS

A. Customer recognizes and agrees that the V&T Agreement is not intended to replace or supersede existing tariffs and that all services that are included in the V&T

Agreement will be purchased in accordance with the approved BellSouth General Subscriber Services Tariff and Private Line Services Tariff in effect in each state. The provisions of such tariffs applicable to the services shall apply unless and except to the extent this Agreement contains express provisions specifically in conflict therewith (in which case the express provisions of this Agreement shall control to the extent permitted by applicable law.)

Customer acknowledges that BellSouth may be required to file and obtain approval of the V&T Agreement in certain states prior to implementation of a V&T Agreement in certain states. BellSouth agrees to begin any necessary filings within 30 days after the execution of a V&T Agreement between BellSouth and Customer.

VI. COMMITMENT SHORTFALL

Customer agrees that if it fails to meet its Annual Revenue Commitment during a given year, BellSouth shall bill and Customer agrees to pay the difference between the actual billed revenue for the preceding 12 month period and its Annual Revenue Commitment adjusted by the discount rate. BellSouth will issue Customer a bill for the commitment shortfall which shall be payable 30 days after receipt thereof by the customer.

VII. PROVISION FOR DISCOUNTING ADDITIONAL AND NEW SERVICES UNDER V&T

For the purposes of this Agreement an Additional Service is an intraLATA service that is tariffed by BellSouth on the effective date of this Agreement and is not considered a Discount Eligible intraLATA Service. A new service is an intraLATA service that has been tariffed by BellSouth after the effective date of the V&T Agreement. Customer may submit a request to BellSouth to obtain a discount on the Additional Service or New Service under the Agreement. BellSouth may require Customer to commit to continue to increase the billing on the Additional Service or New Service during the remainder of the Term of the Agreement.

ORIGINAL

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VIII. ACQUISITION OF NEW BUSINESSES AND MERGER

A. In the event Customer acquires a new business or operation within the BellSouth service area during the term of this Agreement and desires to include the services under this Agreement, BellSouth will include these services.

B. In the event the Customer merges with an entity that has an existing Volume and Term Agreement with BellSouth, BellSouth reserves the right to negotiate a new Volume and Term Agreement.

IX. OTHER NEW BUSINESS OPPORTUNITIES

Further, in the event BellSouth offers services currently included in this Agreement or new services outside of its existing franchised territory and Customer subscribes to such services, BellSouth shall review with Customer such instances to determine the feasibility and/or criteria for including any of the subscribed services in the V&T Agreement.

X. AUTHORIZED USERS

Customer recognizes and agrees that the services included in this Agreement are specifically restricted to the use of Customer and its specified affiliates listed in Appendix III. In particular, the V&T Agreement is intended for the provision of wireless services by Customer and its specified affiliates and the resale of services included in this Agreement is strictly prohibited. BellSouth retains the right to perform any necessary audits and Customer agrees to cooperate with BellSouth in the performance of such audits to determine that the services included in this Agreement are used by Customer and its specified affiliates. All costs for such an audit will be borne by BellSouth.

XI. TERMINATION LIABILITY

If Customer desires to terminate the V&T Agreement prior to its expiration, Customer must provide BellSouth written notice of such termination 90 days prior to the effective date of termination. Termination liability will be in accordance with the following:

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A. If written notice of termination is delivered to BellSouth to be effective at the end of a Contract Year, BellSouth will bill Customer the following termination charges:

- (1) End of Contract Year 1 - 50% of the Revenue Commitment for the subsequent year.
- (2) End of Contract Year 2 and each subsequent year. 25% of the Revenue Commitment for the subsequent year.

B. If written notice of termination is delivered to BellSouth to be effective prior to the end of the current V&T Contract Year, BellSouth will bill CUSTOMER the appropriate termination charges calculated in A, above, in addition to an amount equal to the difference between the current Contract Year-to-date billing for V&T Eligible Services and the current Contract Year Annual Revenue Commitment.

C. The application of termination charges pursuant to this Section shall not affect the application of termination charges pursuant to any BellSouth tariff or any other agreement.

D. Customer further acknowledges that it has options for its telecommunications services from service providers other than BellSouth and that it has chosen BellSouth to provide the services included in this Agreement. Customer, therefore, agrees that if it terminates this Agreement or the services provided pursuant to this agreement, Customer will be responsible for termination charges set forth in A, B, and C above. Customer, however, will not be responsible for termination charges if a certified reseller of BellSouth local service resells this Agreement to Customer and such reseller executes a written document agreeing to assume all of Customer's obligations to BellSouth under the Agreement.

XII. BUSINESS CHANGE

In the event of a divestiture of a significant part of Customer's business, a business downturn beyond Customer's control that results in a Customer end-user growth rate that is lower than one-half the wireless industry average (the average industry growth rate shall be mutually agreed on by BellSouth and the Customer), or a network optimization using other BellSouth services (collectively referred to as "Business Change"), any of which significantly reduces the volume of network services, required by Customer with the result that Customer is unable to meet its Annual Revenue Commitment under this Agreement (notwithstanding Customer's best efforts to avoid such a shortfall), BellSouth and Customer will cooperate in efforts to develop a mutually agreeable alternative that will satisfy the concerns of both parties and comply with all applicable legal and regulatory requirements. Such alternative may reduce the Customer's Annual Revenue Commitment and the Discount Level to the extent of any shortfall resulting from the Business Change. This provision shall not apply to a change resulting from a decision by Customer: (i) to reduce its overall use of telecommunications; or (ii) to transfer portions of its traffic or projected growth to providers other than BellSouth. Customer must provide BellSouth written notice of the conditions it believes will require the application of this provision. This provision does not constitute a waiver of any charges, including commitment shortfall charges, incurred by Customer prior to the time the parties mutually agree to amend this Agreement. This provision does not affect the application of termination charges pursuant to the tariff or other agreements.

XIII. HIGHER ORDER OF SERVICE

From time to time, BellSouth may offer to Customer new technological features and capabilities ("Higher Order of Service"). For purposes of this Agreement, Higher Order of Service shall be defined as BellSouth services which will provide additional value to Customer with higher functionality and increased capacity. In the event that Customer elects to incorporate such a Higher Order of Service into its network design, and the use of

such Higher Order of Service results in Customer's being unable to meet its Annual Revenue Commitment under this Agreement, then, subject to all applicable regulatory requirements, BellSouth agrees to cooperate with Customer to develop a mutually agreeable alternative that will satisfy the concerns of both parties. Such alternative may reduce Customer's Annual Revenue Commitment and the Discount Level to the extent of any shortfall resulting from the migration to a Higher Order of Service.

XIV. RATE ASSURANCE

If Customer is offered a service proposal from a properly certificated carrier that contains the same services and service commitment included in the BellSouth V&T Agreement and the group of services is offered at a rate at least 20 percent less than the rate provided to Customer by BellSouth, Customer shall provide BellSouth notice of the proposal, sufficient information to validate the terms and rates of the proposal and the option to respond to the rates and terms offered by such other carrier.

BellSouth shall be provided 14 business days to respond in writing with regard to whether it shall respond with an alternative proposal. If BellSouth chooses to respond with an alternative offering, BellSouth shall require an additional 45 days to develop its response.

In the event BellSouth elects to respond to the offering from the alternative carrier and offers Customer a service proposal with an effective rate, based on the rates, terms and conditions, including a discount, that results in a payment that is no more than 10% greater than payment for the same services under the alternative carrier's competitive offering, this agreement shall continue in effect using these new rates, terms, conditions and discount, along with a proportionate reduction in the Annual Revenue Commitment until the expiration of this V&T Agreement.

XV. TARIFF CHANGES

If during the term of this Agreement, BellSouth requests and receives regulatory approval for price reductions on tariff services ("Tariff Change") purchased by Customer, BellSouth will flow through such reductions to Customer. BellSouth agrees to reduce Customer's Annual Revenue Commitment in proportion to the price reduction (s). Customer further agrees to negotiate in good faith to develop a mutually acceptable reduced discount level, if BellSouth requests such negotiations. In no event will the reduced discount level result in payment by Customer of an amount in excess of that which would have been paid under this agreement if BST's tariffed rates had not changed.

XVI. FLEXIBLE BILLING ARRANGEMENTS

BellSouth shall offer Customer the option to allocate and defer the payment of nonrecurring charges over a six month period. The non-recurring charges for the initial cell sites installed by the Customer may be deferred for a six month period allocated over the remaining months of the current contract year at an interest rate of 12% per annum.

Finally in the event the Customer terminates this Agreement, the balance due on any deferred or allocated charges will be due 30 days after the termination date.

XVII. ANNUAL TRUE-UP

A. At the end of each Contract Year, BellSouth will conduct a review of Customer's revenue to determine if Customer achieved its Annual Revenue Commitment ("Annual True-Up"). During the Annual True-Up, BellSouth will calculate any commitment shortfall in accordance with Section VI. Customer may commit to higher levels of spending and negotiate a future discount commensurate with this higher commitment level for subsequent years. During the Annual True-Up, BellSouth may conduct any necessary audits of the Customer to verify that the services included in this Agreement were used by Customer and its specified affiliates.

Customer and BellSouth agree that any credit resulting from the Annual True-Up will be distributed directly to Customer's affiliates as identified in Appendix III as a credit on their bill for services provided under this agreement within 60 days of the end of the contract year.

Further, any debit resulting from the Annual True-up for failure to meet the Annual Revenue Commitment or Termination Liability will be billed directly to the parent entity and Customer shall assume responsibility for all outstanding amounts.

XVIII. BILLING AND MANAGEMENT INFORMATION

All participating Customer accounts will be converted by BellSouth to the Customized Large User Bill ("CLUB") format.

XIV. MISCELLANEOUS

- A. This offer shall be valid for 45 days.
- B. Customer will be solely responsible for the identification of Customer accounts that are V&T eligible. Customer and BellSouth agree that BellSouth will not be responsible for failure to apply a discount to a V&T eligible account if such failure results from Customer's failure to identify such account. Additional V&T eligible accounts may be added only by mutual agreement of the parties. Customer will provide a written list of the V&T eligible accounts within 60 days after the execution of the Agreement.
- C. This Agreement shall be construed in accordance with the laws of the State of Georgia.
- D. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received and shall be sufficient if given in writing, delivered by hand, facsimile, overnight mail delivery, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents

required under this Agreement must be sent at any time by giving written notice to the other party. Current addresses are:

BellSouth
Eric Small
Vice President of Marketing
34th Floor
675 West Peachtree Street
Atlanta, Georgia 30345

CC: Jarrett Board
Wireless Market Manager
Room 34A51
675 West Peachtree Street
Atlanta, GA 30345

Customer
Manager of State Regulatory
BellSouth Cellular Corp
1100 Peachtree St. NE
Suite 809
Atlanta, GA 30309-4599

cc: Legal Department
BellSouth Cellular Corp
1100 Peachtree St., NE
Suite 900
Atlanta, GA 30309-4599

E. In the event that one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect under any statute, regulatory requirement, or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality or unenforceability, and the remainder of this Agreement shall continue in full force and effect.

**PROPRIETARY - NOT FOR DISCLOSURE OUTSIDE
OF BELL SOUTH EXCEPT WITH WRITTEN PERMISSION**

F. Each party agrees to submit to the other all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or to the services provided under this Agreement wherein corporate or trade names, logos, trademarks, or service marks of the other party or any of its affiliated companies are mentioned or wherein there is language from which a connection to said names or marks may be inferred. Each party further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without the other party's prior written approval.

G. Notwithstanding anything to the contrary contained herein, Customer may sell, assign, or transfer this Agreement without the prior written approval of BellSouth to (i) any wireless affiliate of Customer or (ii) any wireless entity that acquires through merger, purchase or otherwise, all or substantially all of the assets of the Customer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set forth below.

BY: *Alan Hamm*
Authorized Signature
TITLE: Group President - Mobile System
DATE: 7-25-99

BELLSOUTH TELECOMMUNICATION, INC.
BY: *E. C. Hall*
Authorized Signature
TITLE: VP - Marketing JCS
DATE: 7/30/99

APPENDIX I

ANNUAL REVENUE COMMITMENT

<u>Contract Year</u>	<u>Revenue Commitment*</u>	<u>Discount Level</u>
Year 1	\$39,400,000	35%
Year 2	\$40,900,000	35%
Year 3	\$42,700,000	35%
Year 4	\$44,400,000	35%
Year 5	\$44,900,000	35%
Year 6	\$44,900,000	35%
Year 7	\$44,900,000	35%

* Calculated in pre-discounted dollars based on BST's tariffed rates.

ORIGINAL

PROPRIETARY - NOT FOR DISCLOSURE OUTSIDE
OF BELL SOUTH EXCEPT WITH WRITTEN PERMISSION

APPENDIX II

ELIGIBLE SERVICES

This Agreement covers network transport services and other regulated services. These services include:

- **MegaLink (DS-1) ***
- **LightGate (DS-3) ***
- **SmartRing Services ***
- **Special Assemblies for OC48 SONET Rings and DS3s ***
- **Flexserve**

* Discount eligible services are in boldface and are designated by an asterisk.

APPENDIX III

CUSTOMER AFFILIATES

Subsidiaries and affiliates of BellSouth Cellular Corp. doing business as:
BellSouth Mobility or
BellSouth Mobility DCS or
BellSouth Wireless Data

Doc. 75947

FILED

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and BellSouth Cellular Corp., a Georgia corporation, for and on behalf of those entities listed in Attachment A, which entities BellSouth Cellular Corp hereby represents it has authority to bind hereunder, (collectively referred to as "Carrier,") and shall be deemed effective as of January 1, 1997. This agreement may refer to either BellSouth or Carrier or both as a "party" or "parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Carrier is a Commercial Mobile Radio Service ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide Commercial Mobile Radio Service ("CMRS") in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi and Tennessee; and

WHEREAS, the parties wish to interconnect their facilities and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral;

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Carrier agree as follows:

I. Definitions

A. Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

B. Commission is defined as the appropriate regulatory agency in each of BellSouth's nine state region: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

C. Intermediary function is defined as the delivery, pursuant to an appropriate agreement or Commission directive, of local or toll (using traditional landline definitions) traffic to or from a local exchange carrier other than BellSouth; an ALEC; or another telecommunications company such as a CMRS provider other than Carrier through the network of BellSouth or Carrier from or to an end user of BellSouth or Carrier.

D. Local Traffic is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Carrier within a Major Trading Area ("MTA") and terminates on the network of BellSouth in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from Carrier to BellSouth, and (2) any telephone call that originates on the network of BellSouth that is handed off to Carrier in the same LATA in which the call originates, and terminates on the network of Carrier in the MTA in which the call is handed off from BellSouth to Carrier. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in §51.701 of the FCC's rules.

E. Local Interconnection is defined for purposes of this Agreement as 1) the delivery of local traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or substantial delay in the processing of the call; and 2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement.

F. Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "nonintermediary" Toll and access minutes of use less all minutes attributable to terminating party pays services.

G. Percent Local Usage (PLU) is defined as a factor to be applied to terminating minutes of use. The numerator shall include all "nonintermediary" Local minutes of use. The denominator is the total minutes of use including Local and Toll.

H. Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

I. Multiple Exchange Carrier Access Billing ("MECAB") means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-

BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or ALECs or by one LEC in two or more states within a single LATA.

J. Toll Traffic is defined as all traffic that is not Local Traffic.

II. Purpose

The parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution including, without limitation, the Act at Sections 251, 252 and 271 and to replace any and all other prior agreements, both written and oral, concerning the terms and conditions of interconnection. The access and interconnection obligations contained herein apply to Carrier's provision of CMRS service within the nine-state region of BellSouth.

III. Term of the Agreement

The term of this Agreement shall be two years, beginning on the effective date and shall automatically renew for additional six (6) month terms unless either party provides written notice of termination to the other party at least sixty (60) days prior to the end of the then-current term.

IV. Local Interconnection

A. The delivery of Local Traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement. The parties agree that the exchange of traffic on BellSouth's interLATA EAS routes shall be considered as Local Traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

B. Each party will pay the other for terminating its Local Traffic on the other's network the local interconnection rates as set forth in Attachment B-1, by this reference incorporated herein, except for local interconnection in Tennessee, the rate for which shall be \$.013 per MOU. The charges for local interconnection are to be billed and paid monthly after appropriate adjustments pursuant to this Agreement are made. Late payment fees, not to exceed 1% per month after the due date, may be assessed if interconnection charges are not paid within thirty (30) days of the due date of the monthly bill.

V. Modification of Rates

A. The parties agree that the "LATAwide Additive" rate reflected in Attachment B-1 shall be "true-up" (up or down), back to the effective date of this Agreement, based on a final LATAwide Additive price either determined by (i) further agreement as described in subsection (B) hereof or by (ii) a final order (including any appeals) of the Commission having jurisdiction over the subject matter of this Agreement, which final order meets the criteria contained in subsection (C) hereof. The parties acknowledge that the "LATAwide Additive" is intended to compensate BellSouth for the additional transport and other costs associated with transporting calls throughout a larger local calling area defined for CMRS providers with respect to local interconnection (an MTA) versus the traditional wireline local calling areas as currently defined by the appropriate Commissions.

The true-up will consist of:

1) Calculating the difference between the final LATAwide Additive price and initial LATAwide Additive price, reflected in Attachment B-1 of this Agreement. The difference is referred to as the "LATAwide Additive Adjustment" price;

2) Applying the "LATAwide Additive Adjustment" price to all minutes of use for which the initial LATAwide Additive price was applied and billed by the parties since the effective date of this Agreement by multiplying the "LATAwide Additive Adjustment" price by the minutes of use referenced above to arrive at the "True-up Adjustment" amount;

3) If the final LATAwide Additive price is different from the initial LATAwide Additive price, the parties will reciprocally compensate each other in an amount equal to the "True-up Adjustment" amount.

In the event of any disagreement regarding the amount of such "true-up", the parties agree that the Commission having jurisdiction over the matter for the affected state(s) shall be called upon to resolve such differences.

B. The parties agree that they may continue to negotiate as appropriate in an effort to obtain a final LATAwide Additive price, but in the event that no such agreement is reached within six (6) months of this Agreement (which time may be extended by mutual agreement of the parties) either party may petition the Commission(s) having jurisdiction of the rates in dispute to resolve such disputes and to determine the final LATAwide Additive price for the LATAwide traffic covered by this Agreement.

C. Any final order that forms the basis of a "true-up" under this Agreement shall meet the following criteria:

(1) It shall be a proceeding to which BellSouth and Carrier are entitled to be full parties and have had an opportunity to participate in;

(2) It shall apply the provisions of the Act, including but not limited to §252(d)(1) and all effective implementing rules and regulations, provided that said Act and such regulations are in effect at the time of the final order; and

(3) It shall include as an issue the geographic deaveraging of unbundled element rates, which deaveraged rates, if any, are required by said final order, shall form the basis of any "true-up".

VI. Methods of Interconnection

A. The parties agree that there are three appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other party. Rates and charges for collocation are set forth in Attachment C-13, incorporated herein by this reference. Facilities may be purchased at rates, terms and conditions set forth in BellSouth's intrastate Switched Access (Section E6) or Special Access (Section E7) services tariff or as contained in Attachment B-1 for local interconnection, incorporated herein by this reference. Type 1, Type 2A and Type 2B interconnection arrangements described in BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended, may also be purchased pursuant to this Agreement provided, however, that such interconnection arrangements shall be provided at the rates, terms and conditions set forth in this Agreement.

B. The parties agree to accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established at at least one BellSouth access tandem within every LATA Carrier desires to serve, or Carrier may elect to interconnect directly at an end office for interconnection to end users served by that end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after Carrier implements SS7 capability within its own network. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties agree that their facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party

number ID when technically feasible. The parties further agree that in the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate tariff, as amended from time to time will apply. In the event that such facilities are used for two-way interconnection, the parties agree that the appropriate charges for such facilities will be reduced by an agreed upon percentage equal to the estimated or actual percentage of traffic on such facilities that terminates on the network of the party purchasing said facilities.

C. Nothing herein shall prevent Carrier from utilizing existing collocation facilities, purchased from the interexchange tariffs, for local interconnection; provided, however, that if Carrier orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a BellSouth charge is applicable thereto, BellSouth shall only charge Carrier the lower of the interstate or intrastate tariffed rate or promotional rate.

D. The parties agree to establish trunk groups from the interconnecting facilities of subsection (A) of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. BellSouth's treatment of Carrier as to said charges shall be consistent with BellSouth treatment of other local exchange carriers for the same charges. Unless otherwise agreed, BellSouth will provide or bear the cost of all trunk groups for the delivery of traffic from BellSouth to Carrier's Mobile Telephone Switching Offices within BellSouth's service territory, and Carrier will provide or bear the cost of all trunk groups for the delivery of traffic from Carrier to each BellSouth access tandem and end office at which the parties interconnect.

E. The parties agree to use an auditable PLU factor as a method for determining whether traffic is Local or Toll. The same PLU factor will be used for traffic delivered by either party for termination on the other party's network.

F. When the parties provide an access service connection between an interexchange carrier ("IXC") and each other, each party will provide their own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the intermediary tandem function.

G. The parties agree to adopt MECAB as the terms and conditions for meet point billing for all traffic to which MECAB applies, including traffic terminating to ported numbers, and to employ 30 day billing periods for said arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent

billing companies within 10 days of rendering the initial bill to the IXC. The parties agree that there will be technical, administrative, and implementation issues associated with achieving the intent of this subsection. As such, the parties further agree to work cooperatively toward achieving the intent of this provision within nine months of the effective date of this Agreement.

H. The ordering and provision of all services purchased from BellSouth by Carrier shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Facilities Based) as those guidelines are amended by BellSouth from time to time during the term of this Agreement.

VII. IntraLATA and InterLATA Toll Traffic Interconnection

A. The delivery of intrastate toll traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its toll traffic on the other party's network, each party will pay BellSouth's intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. The parties agree that the terminating switched access rates may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated.

B. For originating and terminating intrastate or interstate Toll traffic, each party shall pay the other BellSouth's intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis. Said rate elements shall be as set out in BellSouth's Intrastate Access Services Tariff or BellSouth's Interstate Access Services Tariff as those Tariffs may be amended from time to time during the term of this Agreement. The appropriate charges will be determined by the routing of the call. If Carrier should in the future become the BellSouth end user's presubscribed interexchange carrier or used by the BellSouth end user as an interexchange carrier on a 10XXX basis, BellSouth will charge Carrier the appropriate tariff charges for originating network access services. If BellSouth is serving as the Carrier's end user's presubscribed interexchange carrier or if the Carrier's end user uses BellSouth as an interexchange carrier on a 10XXX basis, Carrier will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

C. The parties agree that to the extent Carrier provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end offices outside the local calling area.

D. Each party agrees to compensate the other, pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other party.

E. Each party will provide to the other party the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format for a fee of \$0.013 per record.

F. If during the term of this Agreement, either party provides interLATA 800 services, it will compensate the other for the origination of such traffic pursuant to subsection A, above. Each party shall provide the appropriate records for billing pursuant to subsection B, above.

G. Should Carrier require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. Carrier shall utilize SS7 Signaling links, ports and usage as set forth in Attachment C-7, incorporated herein by this reference. Carrier will not utilize switched access FGD service for 800 Access. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SSP equipped end office or access tandem providing an IXC identification function and delivery of call to the IXC based on the dialed ten digit number. The rates and charges for said service shall be as set forth in BellSouth's Intrastate Access Services Tariff as said tariff is amended from time to time during the term of this Agreement.

H. The parties acknowledge and agree that this Agreement is intended to govern the interconnection of traffic to and from the parties' networks only. Toll Traffic originated by a party to this Agreement and delivered to the other party for termination to the network of a nonparty telecommunications carrier ("Nonparty Carrier") may be delivered only with the consent of such Nonparty Carrier or pursuant to Commission directive. If a Nonparty Carrier objects to the delivery of such Toll Traffic, then either party to this Agreement may request direction from the Commission. If a Nonparty Carrier consents, then the party performing the intermediary function will bill the other party and the other party shall pay a \$.002 per minute intermediary charge in addition to any charges that the party performing the intermediary function may be obligated to pay to the Nonparty Carrier (collectively called "Toll Intermediary Charges"). The parties agree that the charges that the party performing the intermediary function may be obligated to pay to the Nonparty Carrier may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated. The parties agree further that for purposes of this section, and subject to verification by audit eighty-three percent (83%) of the Toll Traffic delivered to BellSouth by Carrier shall be subject to Toll Intermediary Charges, and none of the Toll Traffic delivered to Carrier by BellSouth shall be subject to the Toll Intermediary Charges.

VIII. Provision of Unbundled Elements

A. BellSouth will offer an unbundled local loop to Carrier at the current rates as set forth in Attachment C-15 incorporated herein by this reference. Special construction charges, if applicable, will be set forth in BellSouth's Intrastate Special Access Tariff as said tariff is amended from time to time during the term of this Agreement. BellSouth will also offer as a new service loop concentration as set forth in Attachment C-16, incorporated herein by this reference. The parties agree that loop concentration service as offered above is not an unbundled element.

B. BellSouth will offer to Carrier unbundled loop channelization system service which provides the multiplexing function to convert 96 voice grade loops to DS1 level for connection with Carrier's point of interface. Rates are as set forth in Attachment C-16, incorporated herein by this reference.

C. BellSouth will offer to Carrier unbundled local transport from the trunk side of its switch at the rates as set forth in Attachment B-1, incorporated herein by this reference.

D. BellSouth will offer to Carrier unbundled local switching at the rates as set forth in Attachment C-17, incorporated herein by this reference, for the unbundled exchange service port.

E. BellSouth shall, upon request of Carrier, and to the extent technically feasible, provide to Carrier access to its Network Elements for the provision of a Carrier telecommunications service. Any request by Carrier for access to a BellSouth Network Element that is not already available shall be treated as a Network Element bona fide request. Carrier agrees to pay the cost associated with the bona fide request if Carrier cancels the request or fails to purchase the service once completed. Carrier shall provide BellSouth access to its Network Elements as mutually agreed by the parties or as required by the Commission or the FCC.

F. A Network Element obtained by one party from the other party under this section may be used in combination with the facilities of the requesting party only to provide a telecommunications service, including obtaining billing and collection, transmission, and routing of the telecommunications service.

IX. Access To Poles, Ducts, Conduits, and Rights of Way

BellSouth agrees to provide to Carrier, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth.

X. Access to 911/E911 Emergency Network

A. BellSouth and Carrier recognize that 911 and E911 services were designed and implemented primarily as methods of providing emergency services to fixed location subscribers. While BellSouth and Carrier recognize the need to provide "911-like" service to mobile subscribers, both parties recognize that current technological restrictions prevent an exact duplication of the services provided to fixed location customers. BellSouth agrees to route "911-like" calls received from Carrier to the emergency agency designated by Carrier for such calls. Carrier agrees to provide the information necessary to BellSouth so that each call may be properly routed and contain as much pertinent information as is technically feasible.

B. At a minimum Carrier agrees to provide two dedicated trunk groups originating from Carrier's Mobile Telephone Switching Offices and terminating to the appropriate 911 tandem. These facilities, consisting of a Switched Local Channel from Carrier's point of interface to its Mobile Telephone Switching Office and Switched Dedicated Transport to the 911 tandem, may be purchased from BellSouth at the Switched Dedicated Transport rates set forth in Section E6 of BellSouth's Intrastate Access Service Tariffs. Carrier agrees to assign a pseudo number from its dedicated NXX group to each cell site or to each antenna face. The pseudo number will identify the routing of the call to the appropriate emergency agency as determined by Carrier.

C. BellSouth and Carrier recognize that the technology and regulatory requirements for the provision of "911-like" service by CMRS carriers are evolving and agree to modify or supplement the foregoing in order to reflect technological capabilities and to incorporate industry accepted technical improvements that Carrier desires to implement and to permit Carrier to comply with applicable regulatory requirements.

XI. Provision of Operator Services

A. BellSouth agrees to provide busy line verification and emergency interrupt services to Carrier's customers pursuant to BellSouth's published Tariffs as the Tariffs are amended from time to time during the term of this Agreement. In the event that during the term of this Agreement Carrier develops or acquires the capability to provide busy line verification and emergency interrupt services, Carrier agrees to provide such services to BellSouth's customers on the same rates, terms and conditions specified in BellSouth's Tariffs.

B. BellSouth will offer to Carrier Operator Call Processing Access Service; and Directory Assistance Access Services (Number Services). Rates, terms and conditions are set forth in Attachment C-8 for Operator Call Processing Access Service and Attachment C-9 for Directory Assistance Access Services. Both Attachments are incorporated herein by this reference.

C. BellSouth will offer to Carrier CMDS Hosting and the Non Sent Paid Report System pursuant to the terms and conditions set forth in Attachment C-11 and C-12 incorporated herein by this reference.

XII. Directory Listings

A. Subject to execution of an agreement between Carrier and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation, ("BAPCO"), substantially in the form set forth in Attachment C-1, (1) listings shall be included in appropriate White Pages or alphabetical directories; (2) Carrier's business subscribers' listings shall also be included in appropriate Yellow Pages, or classified directories; and (3) copies of such directories shall be delivered to Carrier's subscribers.

B. BellSouth will include Carrier's subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge Carrier to maintain the Directory Assistance database. The parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format and content of listing information.

C. BellSouth will provide Carrier a magnetic tape or computer disk containing the proper format for submitting subscriber listings. Carrier will provide BellSouth with its directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format.

D. BellSouth and BAPCO will accord Carrier's directory listing information the same level of confidentiality which BellSouth and BAPCO accords its own directory listing information, and BellSouth shall limit access to Carrier's customer proprietary confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.

E. Additional listings and optional listings may be provided by BellSouth at the rates set forth in the General Subscriber Services Tariff as the tariff is amended from time to time during the term of this Agreement.

XIII. Access to Telephone Numbers

A. BellSouth, during any period under this Agreement in which it serves as a North American Numbering Plan administrator for its territory, shall ensure that Carrier has nondiscriminatory access to telephone numbers for assignment to its telephone exchange service customers. It is mutually agreed that BellSouth shall provide numbering resources pursuant to the Bellcore Guidelines Regarding Number Assignment and compliance with those guidelines shall constitute nondiscriminatory

access to numbers. Carrier agrees that it will complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010. This service will be as set forth in Attachment C-2, incorporated herein by this reference.

B. If during the term of this Agreement BellSouth is no longer the North American Numbering Plan administrator, the parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

XIV. Access to Signaling and Signaling Databases

A. BellSouth will offer to Carrier use of its signaling network and signaling databases on an unbundled basis at BellSouth's published tariffed rates or at unbundled rates that may be available through non-tariffed arrangements. Signaling functionality will be available with both A-link and B-link connectivity.

B. BellSouth agrees to input the NXXs assigned to Carrier into the Local Exchange Routing Guide ("LERG").

C. If Carrier utilizes BellSouth's 800 database for query purposes only, the rates and charges shall be as set forth in Attachment C-4, incorporated herein by this reference.

XV. Network Design and Management

A. The parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.

D. Neither party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either party's network interconnection arrangement contained

in this Agreement . However, the interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased.

E. The parties agree to provide Common Channel Signaling (CCS) to one another, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

F. For network expansion, the parties agree to review engineering requirements on a quarterly basis and establish forecasts for trunk utilization as required by Section VI of this Agreement. New trunk groups will be implemented as state by engineering requirements for both parties.

G. The parties agree to provide each other with the proper call information, i.e. originated call party number and destination call party number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. The exchange of information is required to enable each party to bill properly.

XVI. Implementation of Agreement

The parties agree that within 30 days of the execution of this Agreement they will adopt a schedule for the implementation of this Agreement. The schedule shall state with specificity, conversion, reconfiguration, ordering, testing, and full operational time frames. Both parties agree to provide the appropriate staff support to ensure effective implementation, administration of this Agreement and conversion of existing services to the appropriate rates contained in this Agreement. Any changes in billing to Carrier or BellSouth shall be as of the effective date of this Agreement. The implementation schedule shall be attached to this Agreement as an addendum and specifically incorporated herein by this reference.

XVII. Auditing Procedures

A. Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The parties agree to retain records of call detail for a minimum of nine months from which the PLU can be ascertained. The audit shall be accomplished

during normal business hours at an office designated by the party being audited. Audit request shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.

B. For combined interstate and intrastate Carrier traffic terminated by BellSouth over the same facilities, Carrier shall provide a PIU factor to BellSouth. The parties acknowledge that Carrier does not intend to provide interexchange carrier services to BellSouth end-users. Nevertheless, should Carrier in the future provide Toll services through the use of network switched access services, then all jurisdictional report requirements, rules and regulations specified in E2.3.14 of BellSouth's Intrastate Access Services Tariff will apply to Carrier. After the Local Traffic percentage has been determined by use of the PLU factor for application and billing of local interconnection, the PIU factor will be used for application and billing of interstate and intrastate access charges, as appropriate.

XVIII. Liability and Indemnification

A. Neither party shall be liable to the other under this Agreement for indirect, incidental, consequential or special damages, including without limitation, lost profits, regardless of the form of action.

B. Neither party shall be liable to the other for any act or omission of any other telecommunications company providing a portion of a service, nor shall either party hold liable any other telecommunications company providing a portion of a service for any act or omission of BellSouth or Carrier.

C. Neither party is liable for damages to the other party's terminal location, POI nor customer's premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, unless the damage is caused by a party's gross or willful negligence or intentional misconduct.

D. Each party shall be indemnified, defended and held harmless by the other party against any claim, loss or damage arising from the other party's acts or omissions under this Agreement, including without limitation: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the other party's own communications; 2) Claims for patent infringement arising from combining or using the service furnished by either party in connection with facilities or equipment furnished by either party or either party's customer; 3) any claim, loss, or damage claimed by a

customer of either party arising from services provided by the other party under this Agreement; or 4) all other claims arising out of an act or omission of the other party in the course of using services provided pursuant to this Agreement.

E. Neither party assumes liability for the accuracy of the data provided to it by the other party.

F. Neither party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere.

G. No license under patents (other than the limited license to use) is granted by either party or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement.

H. Each party's failure to provide or maintain services offered pursuant to this Agreement shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against them, acts of God and other circumstances beyond their reasonable control.

I. The obligations of the parties contained within this section shall survive the expiration of this Agreement.

XIX. More Favorable Provisions

A. The parties agree that if —

1. the Federal Communications Commission ("FCC") or the Commission having jurisdiction finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules or regulations, or

2. the FCC or the Commission having jurisdiction preempts the effect of this Agreement, then, in either case, upon such occurrence becoming final and no longer subject to administrative or judicial review, the parties shall immediately commence good faith negotiations to conform this Agreement to the requirements of any such decision, rule, regulation or preemption. The revised agreement shall have an effective date that coincides with the effective date of the original FCC or Commission action giving rise to such negotiations. The parties agree that the rates, terms and conditions of any new agreement shall not be applied retroactively to any period prior to such effective date except to the extent that such retroactive effect is expressly required by such FCC or Commission decision, rule, regulation or preemption.

B. In the event that BellSouth, either before or after the effective date of this Agreement, enters into an agreement with any other telecommunications carrier (an "Other Interconnection Agreement") which provides for the provision within a state of

any of the arrangements covered by this Agreement upon rates, terms or conditions that differ from the rates, terms and conditions for such arrangements set forth in this Agreement ("Other Terms"), then BellSouth shall be deemed thereby to have offered such arrangements to Carrier upon such Other Terms in that state only, which Carrier may accept as provided in Section XIX.E. In the event that Carrier accepts such offer within sixty (60) days after the Commission approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, or within thirty (30) days after Carrier acquires actual knowledge of an Other Interconnection Agreement not requiring the approval of a Commission pursuant to 47 U.S.C. § 252, as the case may be, such Other Terms shall be effective between BellSouth and Carrier as of the effective date of such Other Interconnection Agreement. In the event that Carrier accepts such offer more than sixty (60) days after the Commission having jurisdiction approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, or more than thirty (30) days after acquiring actual knowledge of an Other Interconnection Agreement not requiring the approval of the Commission pursuant to 47 U.S.C. § 252, as the case may be, such Other Terms shall be effective between BellSouth and Carrier as of the date on which Carrier accepts such offer.

C. In the event that after the effective date of this Agreement the FCC or the Commission having jurisdiction enters an order (an "Interconnection Order") requiring BellSouth to provide within a particular state any of the arrangements covered by this Agreement upon Other Terms, then upon such Interconnection Order becoming final and not subject to further administrative or judicial review, BellSouth shall be deemed to have offered such arrangements to Carrier upon such Other Terms, which Carrier may accept as provided in Section XIX.E. In the event that Carrier accepts such offer within sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms shall be effective between BellSouth and Carrier as of the effective date of such Interconnection Order. In the event that Carrier accepts such offer more than sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms shall be effective between BellSouth and Carrier as of the date on which Carrier accepts such offer.

D. In the event that after the effective date of this Agreement BellSouth files and subsequently receives approval for one or more intrastate or interstate tariffs (each, an "Interconnection Tariff") offering to provide within a particular state any of the arrangements covered by this Agreement upon Other Terms, then upon such Interconnection Tariff becoming effective, BellSouth shall be deemed thereby to have offered such arrangements to Carrier upon such Other Terms in that state only, which Carrier may accept as provided in Section XIX.E. In the event that Carrier accepts such offer within sixty (60) days after the date on which such Interconnection Tariff becomes effective, such Other Terms shall be effective between BellSouth and Carrier as of the effective date of such Interconnection Tariff. In the event that Carrier accepts such offer more than sixty (60) days after the date on which such Interconnection Tariff

any of the arrangements covered by this Agreement upon rates, terms or conditions that differ from the rates, terms and conditions for such arrangements set forth in this Agreement ("Other Terms"), then BellSouth shall be deemed thereby to have offered such arrangements to Carrier upon such Other Terms in that state only, which Carrier may accept as provided in Section XIX.E. In the event that Carrier accepts such offer within sixty (60) days after the Commission approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, or within thirty (30) days after Carrier acquires actual knowledge of an Other Interconnection Agreement not requiring the approval of a Commission pursuant to 47 U.S.C. § 252, as the case may be, such Other Terms shall be effective between BellSouth and Carrier as of the effective date of such Other Interconnection Agreement. In the event that Carrier accepts such offer more than sixty (60) days after the Commission having jurisdiction approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, or more than thirty (30) days after acquiring actual knowledge of an Other Interconnection Agreement not requiring the approval of the Commission pursuant to 47 U.S.C. § 252, as the case may be, such Other Terms shall be effective between BellSouth and Carrier as of the date on which Carrier accepts such offer.

C. In the event that after the effective date of this Agreement the FCC or the Commission having jurisdiction enters an order (an "Interconnection Order") requiring BellSouth to provide within a particular state any of the arrangements covered by this Agreement upon Other Terms, then upon such Interconnection Order becoming final and not subject to further administrative or judicial review, BellSouth shall be deemed to have offered such arrangements to Carrier upon such Other Terms, which Carrier may accept as provided in Section XIX.E. In the event that Carrier accepts such offer within sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms shall be effective between BellSouth and Carrier as of the effective date of such Interconnection Order. In the event that Carrier accepts such offer more than sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms shall be effective between BellSouth and Carrier as of the date on which Carrier accepts such offer.

D. In the event that after the effective date of this Agreement BellSouth files and subsequently receives approval for one or more intrastate or interstate tariffs (each, an "Interconnection Tariff") offering to provide within a particular state any of the arrangements covered by this Agreement upon Other Terms, then upon such Interconnection Tariff becoming effective, BellSouth shall be deemed thereby to have offered such arrangements to Carrier upon such Other Terms in that state only, which Carrier may accept as provided in Section XIX.E. In the event that Carrier accepts such offer within sixty (60) days after the date on which such Interconnection Tariff becomes effective, such Other Terms shall be effective between BellSouth and Carrier as of the effective date of such Interconnection Tariff. In the event that Carrier accepts such offer more than sixty (60) days after the date on which such Interconnection Tariff

becomes effective, such Other Terms shall be effective between BellSouth and Carrier as of the date on which Carrier accepts such offer.

E. In the event that BellSouth is deemed to have offered Carrier the arrangements covered by this Agreement upon Other Terms, Carrier in its sole discretion may accept such offer either --

1. by accepting such Other Terms in their entirety; or
2. by accepting the Other Terms that directly relate to each of the following arrangements as described by lettered category:
 - a. local interconnection,
 - b. interLATA and IntraLATA toll traffic interconnection,
 - c. unbundled access to network elements, which include: local loops, network interface devices, switching capability, interoffice transmission facilities, signaling networks and call-related databases, operations support systems functions, operator services and directory assistance, and any elements that result from subsequent bone fide requests,
 - d. access to poles, ducts, conduits and rights-of-way,
 - e. access to 911/E911 emergency network,
 - f. collocation, or
 - g. access to telephone numbers.

The terms of this Agreement, other than those affected by the Other Terms accepted by Carrier, shall remain in full force and effect.

F. Corrective Payment. In the event that --

1. BellSouth and Carrier revise this Agreement pursuant to Section XIX.A, or
2. Carrier accepts a deemed offer of Other Terms pursuant to Section XIX.E, then BellSouth or Carrier, as applicable, shall make a corrective payment to the other party to correct for the difference between (a) the rates set forth herein and (b) the rates in such revised agreement or Other Terms for the period from (x) the effective date of such revised agreement or Other Terms until (y) the later of the date that the parties execute such revised agreement or the parties implement such Other Terms, plus simple interest at a rate equal to the thirty (30) day commercial paper rate for high-

grade, unsecured notes sold through dealers by major corporations in multiples of \$1,000.00 as regularly published in *The Wall Street Journal*.

XX. Taxes

A. For the purposes of this section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefor, excluding any taxes levied on income.

B. Taxes and fees imposed on the providing party, which are not permitted to be passed on by the providing party, shall be borne and paid by the providing party. Taxes and fees imposed on the purchasing party, which are not required to be collected and/or remitted by the providing party, shall be borne and paid by the purchasing party.

C. Taxes and fees imposed on the purchasing party shall be borne by the purchasing party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing party. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

D. If the purchasing party determines that in its opinion any such taxes or fees are not payable, the providing party shall not bill such taxes or fees to the purchasing party if the purchasing party provides written certification, reasonably satisfactory to the providing party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that was not billed by the providing party, the purchasing party may contest the same in good faith, at its own expense. In any such contest, the purchasing party shall promptly furnish the providing party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing party and the taxing authority.

F. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any

such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

G. Taxes and fees imposed on the providing party, which are permitted or required to be passed on by the providing party to its customer, shall be borne by the purchasing party. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

H. If the purchasing party disagrees with the providing party's determination as to the application or basis for any such tax or fee, the parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing party shall abide by such determination and pay such taxes or fees to the providing party. The providing party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes or fees; provided, however, that any such contest undertaken at the request of the purchasing party shall be at the purchasing party's expense.

I. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

J. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if

possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

K. In any contest of a tax or fee by one party, the other party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

XXI. Treatment of Proprietary and Confidential Information

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; 3) previously known to the receiving party without an obligation to keep it confidential; or 4) requested by a governmental agency, provided that the party upon whom the request is made shall notify the party who originally provided the confidential information at least seven (7) days prior to its release to the agency.

XXII. Resolution of Disputes

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will initially refer the issue to the individuals in each company that negotiated the Agreement. If the issue is not resolved

within 30 days, either party may petition the Commission for a resolution of the dispute, and/or pursue any other remedy available to it at law or in equity.

XXIII. Limitation of Use

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

XXIV. Waivers

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XXV. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles, and the Communications Act of 1934 as amended by the Act.

XXVI. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

XXVII. Notices

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person, via overnight mail, or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.
675 W. Peachtree St. N.E.
Suite 4300
Atlanta, Georgia 30375
Attn: Legal Dept. "Wireless" Attorney

BellSouth Cellular Corp
1100 Peachtree St. N.E.
Suite 910
Atlanta, Georgia 30309-4599
Attn: Associate General Counsel

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails; and by overnight mail, the day after being sent.

XXVIII. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby. In the event of any conflict between the term(s) of this Agreement and those of an applicable tariff, the terms of this Agreement shall control.

BellSouth Telecommunications, Inc.

By: 

Name

Jerry D. Hendrix

Title

Director

BellSouth Cellular Corp.

By: 

Name

Ron McAusker

Title

Vice President, Corporate Affairs

Attachment A

The entities covered by this agreement (which are all of the entities BSCC either owns 100% or is controlling partner of) are:

Alabama: Alabama Cellular Service, Inc.; Huntsville MSA Limited Partnership; Gulf Coast Cellular Telephone Company; Decatur RSA Limited Partnership; Anniston-Westel Company, Inc.

Florida: Orlando SMSA Limited Partnership; Jacksonville MSA Limited Partnership; Florida Cellular Service, Inc.; Florida RSA No. 2B (Indian River) Limited Partnership

Georgia: Atlanta-Athens MSA Limited Partnership; American Cellular Communications Corporation; Georgia RSA No. 1 Limited Partnership; Georgia RSA No. 2 Limited Partnership; Northeastern Georgia RSA Limited Partnership; Georgia RSA No. 3 Limited Partnership

Kentucky: Kentucky CGSA, Inc.

Louisiana: Baton Rouge MSA Limited Partnership; Lafayette MSA Limited Partnership; Louisiana CGSA, Inc.; Acadiana Cellular General Partnership; Louisiana RSA No. 7 Cellular General Partnership; Louisiana RSA No. 8 Limited Partnership

Mississippi: MCTA; Memphis SMSA Limited Partnership (also has coverage in Tennessee); Northeast Mississippi Cellular, Inc.; BellSouth Mobility Inc.

Tennessee: Chattanooga MSA Limited Partnership; Nashville/Clarkville MSA Limited Partnership; Tennessee RSA Limited Partnership; M-T Cellular, Inc.; BellSouth Mobility Inc.

BellSouth Telecommunications
Negotiations Handbook
for
Collocation

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Preface

This handbook describes BellSouth's Collocation offerings and contains general guidelines for ordering, provisioning and maintenance of these offerings. By design, this document does not contain detailed descriptions of network interface qualities, network capabilities, local interconnection or product service offerings. This document does not represent a binding agreement in whole or in part between BellSouth and subscribers of BellSouth's Collocation services.

Based on the nature of your business, you will find a list of contacts included for your convenience in discussing the above items.

Introduction

BellSouth offers Virtual Expanded Interconnection from the FCC #1 tariff and from the Florida State Access E tariff. In addition, BellSouth will negotiate Physical Collocation on a first come, first serve basis, depending on space availability.

Service Description

Virtual Expanded Interconnection Service (VEIS)

VEIS is a tariffed offering which provides for the placement of collocator-owned facilities and equipment in BellSouth Central Offices and the interconnection of this equipment to BellSouth Switched and Special Access Services. Equipment that is part of a VEIS arrangement is most commonly located in the BST equipment line-up.

With VEIS, the collocator places fiber optic cable outside the central office to a designated interconnection point, such as a manhole. The collocator will provide the entrance fiber between the interconnection point and the collocation equipment arrangement inside the central office, cabling from the arrangement to the BST cross-connect point, and cabling from the arrangement to the BST provided power source. BellSouth will lease the entrance fiber, cabling and equipment placed by the collocator for the nominal fee of one dollar.

Alarming and monitoring of the collocated equipment is the responsibility of the collocator. BellSouth will perform all maintenance and repair on collocator equipment once notified by the collocator that such work is necessary. For additional information regarding BellSouth's Virtual Expanded Interconnection Service, please reference Section 20 of BellSouth's FCC #1 tariff or section 20 of BellSouth's Florida Dedicated Access Tariff.

Physical Collocation

By definition, Physical Collocation goes beyond the arrangement described above. Physical Collocation offers leased Central Office space for either Expanded Interconnection (EIS) or for Service Interconnection (SI). Expanded Interconnection is the placement of private entrance facilities and equipment owned by third parties, interconnected to BellSouth's tariffed services. Service Interconnection allows for the placement of equipment owned by third parties, interconnected to BellSouth tariff services, without private entrance facilities.

Unlike VEIS, the equipment placed as part of a Physical Collocation arrangement will be placed in floor space separated from BST equipment by common fire wall protection and will be fully owned, maintained, and repaired by the collocator or their approved agent. The equipment complement may include transmission equipment, switching equipment, routers, PCs and modems.

Service Descriptions

Physical Collocation (cont.)

As with VEIS, all equipment placed as part of a collocation arrangement must be installed by a BellSouth certified vendor and must meet NEBS standards. A steel gauge cage may be purchased from BellSouth to house the equipment arrangement at the request of the collocator for an additional fee.

Rate Components

The rate element components of Virtual Collocation are contained in BellSouth's FCC #1 tariff, Section 20 and in the Florida Dedicated Services tariff, Section 20. Physical collocation offers a menu-style ordering provision so you may select only the items required for your individual arrangement(s). Some components are required for all arrangements and will be marked by an (R) next to the item in the descriptions following.

Application fee (R)

The application fee is required for all collocators to cover the engineering and administrative expense associated with your application inquiry. This fee is a one time charge per request, per C O for each new VEIS / EIS / IS service request. No application fee is required for updates, amendments or supplements to service requests in progress. A subsequent request by the same customer in the same C O will be treated as "new" if the initial VEIS / EIS / IS request has completed and is in service. The Application fee must be paid upon submission of an application to indicate a bona fide request.

Floor Space (R)

This component covers the square footage for the equipment rack(s) and POT bay for your arrangement plus a factor of 25% when no cage is present, or will include the enclosure square footage when a cage is utilized. When a cage is not requested, square footage will be calculated based on the shadow print of your equipment racks and POT bay times the factor of 1.25 to compensate for maintenance walk-around space for your equipment. If you require administrative space for your arrangement, i.e. a desk or terminal stand, you will be required to purchase a cage enclosure.

The floor space charge also covers lighting, heat, air conditioning, ventilation and other allocated expenses associated with the central office building and will commence billing the day the allocated space is turned over to the collocator for occupancy. The floor space element does not include the amperage required to power the collocated equipment.

Rate Components (cont)

Power (R)

The amps required to power the collocated equipment will be charged per ampere based on equipment manufacturers specifications for maximum power requirement

Cross-connect (R)

This element provides the one-for-one interconnection to BellSouth's tariffed Switched and Special Access service offerings (i.e. DS0, DS1 or DS3 services) or Unbundled service elements (voice grade 2-wire or 4-wire unbundled loop, port). It is a flat rate, non-distance sensitive charge and will be applied on a per circuit order basis

Cable Installation

The cable installation charge applies only to collocators who provide private entrance facilities to their collocated equipment. This is a one time (non-recurring) charge per cable, per installation to arrange the punch through to the manhole, pull fiber cable length from the serving manhole to the Central Office cable vault, perform splicing to collocator provided fire retardant riser, and pull cable length through cable support structure to the collocation arrangement location

Cable Support Structure

The component covers the use and maintenance of the Central Office duct, riser and overhead racking structure when the collocator has elected to provide private entrance to their equipment. This is a nominal monthly recurring charge

Space Preparation fee

This one time fee per arrangement, per location covers the survey, engineering, design, and building modifications for the shared physical collocation area within a central office. BellSouth will pro rate the total space preparation costs among all collocators at that location based on the number of square footage requested. This charge may vary dependent on the location and the type of arrangement requested. The Space preparation charge is payable in full before cage construction or equipment installation begins

Space construction fee

This element applies to physical collocation arrangements only and will vary based on the type of arrangement requested. The fee covers the materials and installation of optional steel gauge caging, C O grounding, fluorescent lighting, floor treatment, power outlet, extension of environmental alarms and other incremental materials cost charged on a per square foot basis

Rate Components (cont)

POT bay

BellSouth requires the use of a Point of Termination Bay (POT bay) for demarcation with physical collocation. The collocator may elect to provide their own POT bay, or may purchase the functionality from BellSouth on a per cross-connect basis for an additional incremental charge.

Security Escort (R)

A security escort will be required for all equipment inspections under VEIS and for maintenance, repair or provisioning visits by a collocator or their agent under physical collocation for some central offices based on office configuration. The charge is based on half hour increments.

Additional Engineering

This charge may apply for modifications to an application in progress which results in architectural, design or engineering changes. The charge may also apply to incidental engineering and design for physical collocation space when a full space construction charge does not apply.

Administrative reporting

Collocators who request administrative reports will be assessed a report fee on a per occurrence basis.

General Terms and Conditions

Application for service

The application for collocation is a two-phased process consisting of an Application Inquiry and a Firm Order. To obtain a copy of BellSouth's application form, see page 10 of this document. Prior to negotiations for equipment placement, the inquiry document must be submitted for review and planning by the Central Office equipment engineers, space planners and facility planners. Based on the feedback from these sources, BellSouth will respond to the application in writing.

Following the collocators review of BellSouth's response, a Firm Order may be submitted for each location for which the collocator wishes to proceed. The Firm Order may be submitted on the same form used during the Inquiry phase, provided all necessary revisions are clearly marked to indicate the applicants finalized plans. A detailed equipment drawing must accompany the Firm Order Request. The application fee referenced in the previous section must also accompany each application as indication of a bona fide request.

Assignment of space

BellSouth will assign space for collocation based on space availability and on a first come, first serve basis. For physical collocation, a customer may opt for a cage enclosure which will be offered as a 100 square foot minimum based on space availability within the area designated for physical collocation.

A collocator requesting more than a 100 square foot cage module will be offered contiguous space where available. Where contiguous space is unavailable, the collocator may elect the construction of two separate enclosures and may interconnect its arrangements one to another.

If BellSouth determines there is insufficient space within a central office to accommodate physical collocation, BellSouth will provide Virtual Expanded Interconnection in accordance with existing regulatory requirements.

Occupancy of space

The collocator must commence equipment installation within 180 days from the date space is made available by BellSouth or forfeit the right to use the space.

Pricing structure

BellSouth offers a pricing plan which meets the specifications of the 1996 Legislative Act. The plan features zone and location based pricing, some recurring elements and offers the optional purchase of a caged enclosure.

General Terms and Conditions (cont.)

Equipment Installation

The collocator must select an equipment installation vendor who has achieved BellSouth Certified Vendor status to perform all engineering and installation work associated with the equipment collocation arrangement. This ensures BellSouth's standards for safety and quality will be met. A list of certified vendors is contained in the Appendix of this document.

The Certified Vendor is responsible for installing the collocation equipment and components, running power feed(s) to the BellSouth BDFB, performing operational tests after the equipment installation is completed, and notifying the local BellSouth Equipment Engineer and the Collocator upon successful completion of the installation and acceptance testing. Arrangements must be made such that the Collocator is billed directly by the Certified Vendor for activities associated with the arrangement installation.

Alarm and monitoring

The collocator is responsible for the placement and monitoring of their own remote environmental and equipment alarms. BellSouth will place environmental alarms in collocation areas for its own use and protection. Upon request, BellSouth will provide remote monitoring circuits at the tariff rate for the service requested.

Inspections

BellSouth will conduct an inspection of the collocator's equipment and facilities between the time of the initial turn-over of the space and the activation of cross-connect elements. Subsequent inspections may occur with equipment additions or on a predetermined interval basis. For such inspections, BellSouth will provide a minimum of 48 hours advance notification. BellSouth reserves the right to conduct inspections without prior notification to ensure compliance to the terms and conditions of the tariff or agreement. Collocator personnel have the right to be present for inspections.

A collocator may inspect their virtual collocation arrangement upon completion of the arrangement installation. A security escort will be required. Any additional inspections must be coordinated with BellSouth and will also require a security escort.

Commencement Date

The date which the collocator and BellSouth jointly certify the interconnector's equipment is operational will be the commencement date.

General Terms and Conditions (cont.)

Insurance

BellSouth will require \$25 million in comprehensive general liability insurance and workers compensation coverage/employers liability coverage with limits not less than \$100,000 each accident, \$100,00 each employee by disease, \$500,000 policy limit by disease. BellSouth will review requests for self insurance on a case by case basis. BellSouth may not consent to an interconnector's assumption of the entire \$25 million of liability in lieu of general coverage.

Insurance coverage must be in effect on or before the date of occupancy (equipment delivery) and must remain in effect until departure of all collocator personnel and property from the central office.

Ordering Interconnected service

A collocator may interconnect to special and switched access services from BellSouth's FCC #1 at the DS3, DS1 and equivalent DS0 cross-connect level. Interconnection is also available to Unbundled loops and ports from the State Access E tariff / State Dedicated Services E tariff for certified ALECs only. Please ask your BellSouth contact for state specific information.

Services to be interconnected to a collocation arrangement must be submitted on Access Service Request (ASR) forms using industry standards and code sets for accurate and complete requests. For information regarding the ASR ordering process and field definitions, please reference the Access Service Ordering Guide, BellCore's Special Reports SR STS-471001 and 471004.

Assignment of facilities

When a customer orders a service which interfaces at an end customer location at the same level as the cross-connect purchased, BellSouth will assign facilities within its network and provide the interconnection information on the Design Layout Record (DLR). When a customer orders cross-connects at a higher interface level than the service purchased for the end customer, the ordering customer must provide BellSouth with the circuit facility assignment.

Liability

The collocator is responsible and accountable for the actions of their employees and their agents. The collocator will be required to pay liquidated damages to BST for damage to BST property, equipment or facilities as a result of the actions or behaviors of either the collocator employees or their agents.

General Terms and Conditions (cont.)

Access to BellSouth Central Offices

Only BellSouth employees, BellSouth certified vendors, Collocator employees and their authorized agents are permitted in BellSouth Central office buildings. All collocators are required to provide their employees and authorized agents a picture identification. This identification must have the employee name and company name clearly printed and must be visible at all times while the individual is inside a BellSouth facility. Manned offices will afford 24 hour, 7 day per week access without prior arrangements. Unmanned offices may require prior arrangement for the dispatch of a BellSouth employee or security escort for building access.

Recovery of extraneous expenses

Should BellSouth discover, upon beginning construction for physical collocation space, that unexpected major renovation or upgrade will be required to one of the following in order to facilitate physical collocation, BST will share the costs of these expenses among collocators based on the number of square footage being requested: ground plane addition, asbestos abatement, mechanical upgrade, major HVAC upgrade, separate egress, ADA compliance.

Cancellation of a request in progress

If a collocator cancels an in-progress firm order request, the collocator will be responsible for reimbursing BST for expenses incurred to date. If the collocator has prepaid all or a portion of the non-recurring fees, BellSouth will refund the amount not expended as of the date of the cancellation.

Conversion of Virtual to Physical Collocation

Collocators who have existing VEIS arrangements may convert these arrangements to physical collocation provided the terms and conditions for physical collocation are met. The collocator will be responsible for the payment of BellSouth fees associated with physical collocation, rearrangement of existing services and vendor costs for the relocation of equipment.

Special Reports

BellSouth will negotiate with requesting parties in the development of administrative reports, based on the availability of the data being requested. A fee structure will be based on the complexity of the request and resources required to produce the report(s).

Negotiation Contacts

For ALEC initial contact:

Contact Name
Bob Scheye

Telephone
404 420-8327

For all IXC, CAP, and subsequent ALEC contacts:

<u>Contact Name</u>	<u>Telephone</u>	<u>Pager Number</u>	<u>Fax Number</u>
Rich Dender	205 977-5966	1-800-729-1371	205 977-0037
Nancy Nelson *	205 977-1136	1-800-729-1380	205 977-0037

*Collocation Coordination Center Manager

For * BBS End User Customers * Third Party Agents * Solutions Providers

General information.

<u>Contact Name</u>	<u>Telephone</u>	<u>Fax Number</u>
Tony Saberre	205 985-6195	205 985-1900

Or contact your account representative

To obtain a copy of BellSouth's Application / Inquiry document:

**Contact: Nancy Nelson
(205) 977-1136
Room E4E1 South
3535 Colonnade Drive
Birmingham, Alabama**

**Physical Collocation
BellSouth Certified Vendor List
For Engineering and Installation of Collocation Arrangements**

<u>Company Name</u>	<u>Contact Name</u>		<u>Telephone</u>
ADC Communications	Ken Reeves		800 223-9773
	Doug Guidry		318 684-2860
Alcatel	Ed Boatwright	FL	404 270-8335
	Alex Baber	FL	800 869-4869
E F & I Services Co	Reed Tillis		904 355-7930
Lucent Technologies, Inc.	Jerry Jones	KY	502 429-1346
	Mike Harrington	MS	601 544-7530
	George Ferguson	MS	601 949-8275
	James McGanty	GA	404 573-4120
	Janet Hallford	GA	404 573-6945
	Charlotte office	NC	704 596-0092
	Charlotte office	NC	704 598-0750
	Other areas	NC	910 299-0326
	Adrian Dye	SC	803 926-5213
	Alabama office	AL	205 265-1291
Mintel	Richard Becht		800 875-6468
			404 923-0304
North Supply /	Terry Fowler		800 755-0565
DA TEL FiberNet, Inc	Doug Sykes		205 942-4411
Quality Telecommunications, Inc.	Jerry Miller		770 953-1410
Rapid Response Communications	Ted Pellaux		615 546-2886
Six "R" Communications, Inc	Ken Koontz		704 535-7607
(NC and SC only)	Dick Phillips		704 289-5522
Tele-Tech Company	Karl Bush	KY	606 275-7505
	Bob Burch		606 275-7502
W E Tech. Inc	Wes Evans		305 587-6996

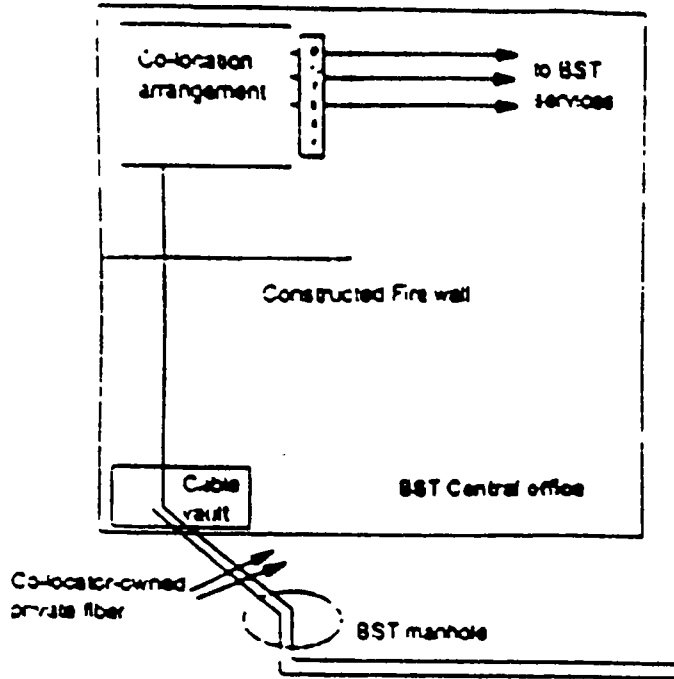
**BellSouth Physical Collocation
Central Office Exemptions
(through September 1994)***

<u>State</u>	<u>City</u>	<u>Central Office</u>	<u>CLLI</u>
Alabama	Birmingham	Five Points South Main and Toll Riverchase	BRHMA LFS BRHMA LMT BRHMA LRC
	Huntsville	Redstone Arsenal	HNVLA LMA
Florida	Chipley	Jackson	CHPLFLJA
	Gainesville	Main	GSVLFLMA
	Jacksonville	Mandarin Avenues San Jose	MNDRFLAV JCVLFLSJ
		South Point (JT Butler)	JCVLFLJT
	Jupiter	Main	JPTRFLMA
	Lake Mary	Main (Heathrow)	LKMRFLMA
	Lynn Haven	Ohio Avenue	LYHNFLOH
	North Dade	Golden Glades	NDADFLGG-
	Pensacola	Ferry Pass	PNSCFLFP
	West Palm Beach	Gardens Royal Palm	WPBHFLGR WPBHFLRP
Georgia	Austell	Main	ASTLGAMA
	Tucker	Main	TUKRGAMA
Kentucky	Louisville	Armory Place	LSVLKYAP
		Bardstown Road	LSVLKYBR
		Westport Road	LSVLKYWE
	Paducah	Main	PDCHKYMA
North Carolina	Charlotte	Reid Road	CHRLNCRE
		Research Drive (Univ)	CHRLNCUN
	Greensboro Pembroke	Airport Central	GNBONCAP PMBRNCCE
South Carolina	Columbia Greenville	Senate Street Woodruff Road	CLMASCSN GNVLSCWR
Tennessee	Memphis	Main	MEMPHTNMA
		Midtown	MEMPHTNMT
		Southside	MEMPHTNST

* BellSouth ceased qualifying C O ' s September 1994 due to elimination of physical offering

Physical Co-location Expanded Interconnection

With Expanded Interconnection, the co-locator is "expanding" their private network to interconnect with BellSouth's network. Therefore, private fiber is placed to the central office and pulled through to the co-location arrangement. The co-locator places their equipment in raised floor space and purchases cross-connects to BellSouth's transport services.

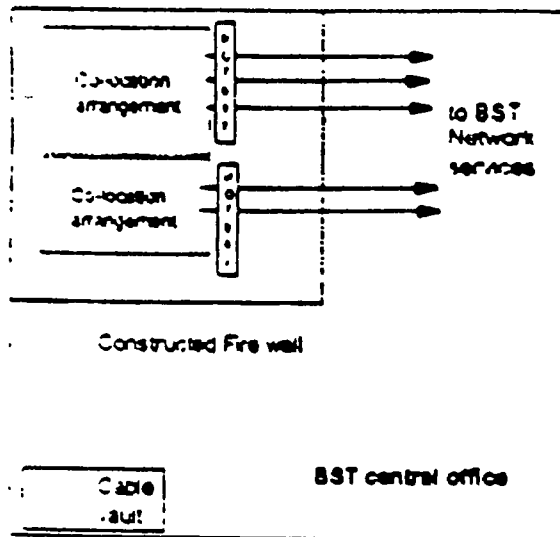


<u>Elements</u>	<u>Type of charge</u>
Application fee	NRC
Space preparation fee	NRC
Space construction fee *	NRC
Cable installation fee	NRC
Cable support structure	RC
Floor space / per square foot includes environmental	RC
Floor space - power / per ampere	RC
Cross-connects	RC
Security escort / per 1/2 hour	(as required)

* Applies for optional cage construction only

Physical Collocation - Service Interconnection arrangement

With a Service Interconnection arrangement, the co-locator places their equipment in leased floor space and purchases cross-connects to BellSouth's Transport services. For this arrangement, BellSouth will request a minimum 24 month contract for both the floor space and transport services, as well as a minimum number of interconnected OSI or OSS services.



Elements

Type of charge

Application fee	NRC
Space preparation fee	NRC
Space construction fee *	NRC
Floor space / per square foot includes environmental	RC
Floor space - power / per ampere	RC
Cross-connects	RC
Security escort / per 1/2 hour	(as required)

* Required only for optional cage construction

Rates for Negotiated Interconnection

Rate Element	Application/Description	Type of charge	Rate
Application Fee	Applies per arrangement per location	Non recurring	\$ 3,848.30
Space Preparation Fee	Applies for survey and design of space, covers shared building modification costs	Non recurring	ICB ^{*(1)} Will not be less than \$1,788.00
Space Construction Fee	Covers materials and construction of optional cage in 100 square foot increments	Non recurring	\$ 29,744.00 ^{*(2)}
Cable Installation Fee	Applies per entrance cable	Non recurring	\$ 4,650.00
Floor Space	Per square foot, for Zone A and Zone B offices respectively	Monthly Recurring	\$9.31 / \$8.38 ^{*(3)}
Power	Per ampere based on manufacturer's specifications	Monthly Recurring	\$ 5.14 per ampere
Cable Support Structure	Applies per entrance cable	Monthly Recurring	\$13.35 per cable
POT bay	Optional Point of Termination bay; rate is per DS1 / DS3 cross-connect respectively	Monthly Recurring	\$1.20 / \$5.00 ^{*(4)}
Cross-connects	Per DS1 / DS3 respectively	Monthly Recurring	\$ 9.28 / \$ 72.48
Security escort	First and additional half hour increments, per tariff rate in Basic time (B), Overtime (O) and Premium time (P)	As required This is a tariffed charge.	\$41.00 / \$25.00 B \$48.00 / \$30.00 O \$55.00 / \$35.00 P

Note 1 Will be determined at the time of the application based on building and space modification requirements for shared space at the requested C O

Note 2 Applies only to collocators who wish to purchase a steel-gauge cage enclosure

Note 3 See attached list for zone A offices as of May 1996 This list will be amended monthly

Note 4 Applies when collocator does not supply their own POT bay

BellSouth Zone A Offices May 1996

EX - Exempt from Physical

STATE	CITY	OFFICE	CLLI / STATUS
AL	Birmingham	Main & Toll	BRHMA LMA EX
	Montgomery	Main & Toll	MTGMA LMT
	Mobile	Azalea	MOBLA LAZ
FL	Boca Raton	Boca Teeca	BCRTFLBT
	Fort Lauderdale	Main Relief	FTLDFLMR
		Cypress	FTLDFLCY
		Plantation	FTLDFLPL
	Jacksonville Beach	Main	JCBHFLMA
	Jacksonville	Arlington	JCVLFLAR
		Beachwood	JCVLFLBW
		Clay Street	JCVLFLCL
		Southpoint	JCVLFLJT EX
		Normandy	JCVLFLNO
		Riverside	JCVLFLRV
		San Jose	JCVLFLSJ EX
		San Marco	JCVLFLSM
		Westconnett	JCVLFLWC
		Mandarin Avenues	MNDRFLAV EX
		Mandarin Loretto	MNDRFLLO
	Lake Mary	Lake Mary	LKMRFLMA EX
	Miami	Grande	MIAMFLGR
		Palmetto	MIAMFLPL
		Alhambra	MIAMFLAE
		Bayshore	MIAMFLBA
		Metro	MIAMFLME
	Melbourne	Main	MLBRFLMA
	Orlando	Magnolia	ORLDFLMA
		Azalea Park	ORLDFLAP
		Sand Lake	ORLDFLSL
		Pinecastle	ORLDFLPC
		Pinehills	ORLDFLPH
	West Palm Beach	Annex (Main Annex)	WPBHFLAN

STATE	CITY	OFFICE	CLLI / STATUS
GA	Athens	Athens	ATHNGAMA
	Atlanta	Courtland St	ATLNGACS
		Peachtree Pl	ATLNGAPP
		Buckhead	ATLNGABU
		East Point	ATLNGAEP
		Toco Hills	ATLNGATH
		Sandy Springs	ATLNGASS
	Lilburn	Lilburn	LLBNGAMA
	Smyrna	Power Ferry	SMYRGAPF
		Smyrna Main	SMYRGAMA
	Tucker	Tucker Main	TUKRGAMA EX
	Roswell	Roswell Main	RSWLGAMA
	Norcross	Norcross Main	NRCRGAMA
	Marion	Marion Main	MRRTGAMA
	Dunwoody	Dunwoody Main	DNWDGAMA
	Alpharetta	Alpharetta Main	ALPRGAMA
	Columbus	Columbus Main	CLMBGAMT
KY	Louisville	Armory Place	LSVLKYAP EX
		Westport Rd	LSVLKYWE EX
		Beechmont	LSVLKYBE
		Bardstown Road	LSVLKYBR EX
		Fern Creek	LSVLKYFC
		JTOWN	LSVLKYJT
		Mathews	LSVLKYSM
		Third Street	LSVLKYTS
LA	New Orleans	Main	NWORLAMA
	Baton Rouge	Main	BTRGLAMA
MS	Hattiesburg	Hattiesburg Main	HTBGMSMA
	Jackson	Cap Pearl	JCSNMSCP
	Vicksburg	Vicksburg	VCBGMSMA
NC	Cary	Central	NARYNCCE
	Chapel Hill	Rosemary	CPHLNCRO
	Charlotte	Caldwell	CHRLNCCA
		South Boulevard	CHRLNCBO

STATE	CITY	OFFICE	CLL / STATUS
	Charlotte (cont)	Denta	CHRLNCDE
		Erwin	CHRLNCER
		Lake Point	CHRLNCLP
		Reid	CHRLNCRE EX
		Sharon Amity	CHRLNCSE
		University	CHRLNCUN EX
	Greensboro	Eugene St	GNBONCEU
	Raleigh	Morgan	RLGHNCMO
		New Hope	RLGHNCHO
	Salisbury	Main	SLBRNCMA
	Winston Salem	Fifth Street	WNSLNCFT
	Ashville	O'Henry	AHVLNCOH
SC	Charleston	Dial & Toll	CHTNSCDT
	Columbia	Senate St	CLMASCSN EX
		At. Andrews	CLMASCSA
	Greenville	D&T	GNVLSCDT
		Woodruff Road	GNVLSCWR EX
	Spartenburg	Main	SPBGSCMA
TN	Knoxvill	Main	KNVLTNMA
	Memphis	Bartlett	MMPHTNBA
		Chickasaw	MMPHTNCT
		Eastland	MMPHTNEL
		Germanatown	MMPHTNGT
		Main	MMPHTNMA EX
		Oakville	MMPHTNOA
		Southland	MMPHTNSL
	Nashville	Main & Toll	NSVLTNMT
		Airport	NSVLTNAP
		Brentwood	NSVLTNBW
		Cneve Hall	NSVLTNCH
		Donelson	NSVLTNDO
		Inglewood	NSVLTNIN
		Sharondale	NSVLTNST
		University	NSVLTNUN

9/3/96

AGREEMENT

In consideration of the mutual promises contained herein, BellSouth Advertising & Publishing Corporation, a Georgia corporation ("BAPCO") and _____ a _____ corporation ("CARRIER") agree as follows:

1. **RECITALS.** BAPCO is the publisher of alphabetical and classified directories for certain communities in the southeastern region of the U.S (the "Directories"). CARRIER provides, or intends to provide, local exchange telephone service in communities in which BAPCO publishes Directories. BAPCO and CARRIER hereby establish the terms by which BAPCO will include listings of CARRIER subscribers in such Directories and by which BAPCO will provide such Directories to CARRIER subscribers.

2. **CARRIER OBLIGATIONS.** CARRIER agrees as follows:

(a) CARRIER shall provide to BAPCO, or its designee, at CARRIER's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of customer name, address, telephone number and all other information reasonably requested by BAPCO as set forth on Exhibit A for use by BAPCO and its affiliates and agents in publishing Directories of whatever type and format and for other derivative purposes. Such subscriber listing information shall be provided in the format and on the schedule set forth in said Exhibit, or as otherwise mutually agreed between the parties from time to time.

(b) CARRIER shall also provide directory delivery information to BAPCO as set forth in Exhibit A for all subscribers.

(c) CARRIER shall advise BAPCO promptly of any directory-related inquiries, requests or complaints which it may receive from CARRIER subscribers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same.

(d) CARRIER shall respond promptly regarding corrections or queries raised by BAPCO to process listing changes requested by subscribers.

3. **BAPCO OBLIGATIONS.** BAPCO agrees as follows:

(a) BAPCO shall include one standard listing for each CARRIER subscriber per hunting group in BAPCO's appropriate local alphabetical Directory as published periodically by BAPCO unless nonlisted or nonpublished status is designated by subscribers. Such listings shall be interfiled with the listings of other local exchange telephone company subscribers and otherwise published in the manner of such other listings according to BAPCO's generally applicable publishing policies and standards.

(b) BAPCO shall publish additional listings, foreign listings and other alphabetical Directory listings of CARRIER subscribers upon their request consistent with BAPCO's generally applicable policies in BAPCO's alphabetical Directories at BAPCO's prevailing rates, terms and conditions.

(c) BAPCO will distribute its regularly published alphabetical and classified Directories to local CARRIER subscribers in accordance with BAPCO's prevailing practices, including delivery following Directory publication and upon establishment of new CARRIER service, if a current Directory for that geographic area has not previously been provided. Such deliveries may include separate advertising materials accompanying the Directories.

(d) BAPCO will include CARRIER information in the customer guide pages of its alphabetical Directories for communities where CARRIER provides local exchange telephone service at the time of publication in accordance with BAPCO's prevailing standards for the same. CARRIER will provide information requested by BAPCO for such purpose on a timely basis.

(e) BAPCO shall make available at no charge to CARRIER or its subscribers one listing for CARRIER business customers per hunting group in one appropriate heading in BAPCO's appropriate local classified directory as published periodically by BAPCO. Such listings shall be published according to BAPCO's generally applicable publishing policies and standards.

(f) BAPCO agrees to solicit, accept and publish directory advertising from business subscribers for CARRIER in communities for which BAPCO publishes classified Directories in the same manner and upon substantially the same terms as it solicits, accepts and publishes advertising from advertisers who are not CARRIER subscribers.

4. PUBLISHING POLICIES. BAPCO shall maintain full authority over its publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its Directories.

5. LIABILITY AND INDEMNITY.

(a) BAPCO's liability to CARRIER for any errors or omissions in directories or for any default otherwise arising hereunder shall be limited to One Dollar (\$1) for errors or omissions in any subscriber listing in any directory published by BAPCO.

(b) Each party agrees to defend, indemnify and hold harmless the other from all damages, claims, suits, losses or expenses, including without limitation costs and attorneys fees, to the extent of such party's relative fault, arising out of or resulting from any error, omission or act of such party hereunder. CARRIER agrees to limit its liability and that of BAPCO by contract with CARRIER's subscribers or by tariff to no more than the cost of service for any errors or omissions in any listings published hereunder for

(b) BAPCO shall publish additional listings, foreign listings and other alphabetical Directory listings of CARRIER subscribers upon their request consistent with BAPCO's generally applicable policies in BAPCO's alphabetical Directories at BAPCO's prevailing rates, terms and conditions.

(c) BAPCO will distribute its regularly published alphabetical and classified Directories to local CARRIER subscribers in accordance with BAPCO's prevailing practices, including delivery following Directory publication and upon establishment of new CARRIER service, if a current Directory for that geographic area has not previously been provided. Such deliveries may include separate advertising materials accompanying the Directories.

(d) BAPCO will include CARRIER information in the customer guide pages of its alphabetical Directories for communities where CARRIER provides local exchange telephone service at the time of publication in accordance with BAPCO's prevailing standards for the same. CARRIER will provide information requested by BAPCO for such purpose on a timely basis.

(e) BAPCO shall make available at no charge to CARRIER or its subscribers one listing for CARRIER business customers per hunting group in one appropriate heading in BAPCO's appropriate local classified directory as published periodically by BAPCO. Such listings shall be published according to BAPCO's generally applicable publishing policies and standards.

(f) BAPCO agrees to solicit, accept and publish directory advertising from business subscribers for CARRIER in communities for which BAPCO publishes classified Directories in the same manner and upon substantially the same terms as it solicits, accepts and publishes advertising from advertisers who are not CARRIER subscribers.

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(b) Each party agrees to defend, indemnify and hold harmless the other from all damages, claims, suits, losses or expenses, including without limitation costs and attorneys fees, to the extent of such party's relative fault, arising out of or resulting from any error, omission or act of such party hereunder. CARRIER agrees to limit its liability and that of BAPCO by contract with CARRIER's subscribers or by tariff to no more than the cost of service for any errors or omissions in any listings published hereunder for

CARRIER subscribers. Each party shall notify in writing the other promptly of any claimed error or omission affecting this paragraph and of any claim or suit arising hereunder or relating to this Agreement and shall provide reasonable and timely cooperation in its resolution of the same. Without waiver of any rights hereunder, the indemnified party may at its expense undertake its own defense in any such claim or suit.

6. LIMITATION OF LIABILITY. BAPCO's liability to CARRIER for any errors or omission directories or for any default otherwise arising hereunder shall be limited to One Dollar (\$1) for any error or omission in any subscriber listing in any directory published by BAPCO.

7. TERM. This Agreement shall be effective on the date of the last signature hereto for a term of two (2) years and shall relate to Directories published by BAPCO during such period. Thereafter, it shall continue in effect unless terminated by either party upon sixty days prior written notice.

8. ASSIGNMENT. This Agreement shall be binding upon any successors or assigns of the parties during its Term.

9. RELATIONSHIP OF THE PARTIES. This Agreement does not create any joint venture, partnership or employment relationship between the parties or their employees, and the relationship between the parties shall be that of an independent contractor. There shall be no intended third party beneficiaries to this Agreement.

10. NONDISCLOSURE.

(a) During the term of this Agreement it may be necessary for the parties to provide each other with certain information ("Information") considered to be private or proprietary. The recipient shall protect such Information from distribution, disclosure or dissemination to anyone except its employees or contractors with a need to know such Information in conjunction herewith, except as otherwise authorized in writing. All such Information shall be in writing or other tangible form and clearly marked with a confidential or proprietary legend. Information conveyed orally shall be designated as proprietary or confidential at the time of such oral conveyance and shall be reduced to writing within forty-five (45) days.

(b) The parties will not have an obligation to protect any portion of Information which: (1) is made publicly available lawfully by a nonparty to this Agreement; (2) is lawfully obtained from any source other than the providing party; (3) is previously known without an obligation to keep it confidential; (4) is released by the providing party in writing; or (5) commencing two (2) years after the termination date of this Agreement if such Information is not a trade secret under applicable law.

(c) Each party will make copies of the Information only as necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary

notices as appear on the originals. Each party agrees to use the Information solely in support of this Agreement and for no other purpose.

11. **FORCE MAJEURE**. Neither party shall be responsible to the other for any delay or failure to perform hereunder to the extent caused by fire, flood, explosion, war, strike, riot, embargo, governmental requirements, civic or military authority, act of God, or other similar cause beyond its reasonable control. Each party shall use best efforts to notify the other promptly of any such delay or failure and shall provide reasonable cooperation to ameliorate the effects thereof.

12. **PUBLICITY**. Neither party shall disclose the terms of this Agreement nor use the trade names or trademarks of the other without the prior express written consent of the other.

13. **REPRESENTATIVES AND NOTICES**.

(a) Each party shall name one or more representatives for contacts between the parties which shall be authorized to act on its behalf. Such representatives may be changed from time to time upon written notice to the other party.

(b) Notices required by law or under this Agreement shall be given in writing, by hand delivery, certified or registered mail, or by facsimile followed by certified or registered mail, addressed to the named representatives of the parties with copies to:

If to BAPCO:

Director-LEC/BST Interface
BellSouth Advertising & Publishing Corporation
Room 270
59 Executive Park South
Atlanta, GA 30329

With Copy to:

Vice President and General Counsel
BellSouth Advertising & Publishing Corporation
Room 430
59 Executive Park South
Atlanta, GA 30329

If to CARRIER:

14. **MISCELLANEOUS.** This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof and supersedes any previous oral or written communications, representations, understandings, or agreements with respect thereto. It may be executed in counterparts, each of which shall be deemed an original. All prior and contemporaneous written or oral agreements, representations, warranties, statements, negotiations, and /or understandings by and between the parties, whether express or implied, are superseded, and there are no representations or warranties, either oral or written, express or implied, not herein contained. This Agreement shall be governed by the laws of the state of Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the dates set forth below.

**BELLSOUTH ADVERTISING &
PUBLISHING CORPORATION**

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

CARRIER:

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

ACCOUNT INFORMATION SECTION (Items in this section are mandatory)

1. Main Telephone Number: Main line of telephone service that all other numbers are associated to. (Area Code/NXX/Line Numbers)
2. Published Telephone Number: Telephone number to appear in the directory.
3. Old Telephone Number: If the number is changing, enter the OLD Telephone Number.
4. Type of Directory Service: Bus (Business) or Res (Residence)
5. Order Type: N - New connect order; D - Disconnect service order; C - Change of listings; R - Directory delivery only.
6. Due Date: Date that service is requested.
7. Carrier Name: The name of the local exchange carrier and operating company code.
8. Carrier Number: Operating Company Number

PRIMARY LISTING INFORMATION SECTION (Items in this section are mandatory)

9. Listed Name: The way the listing is to appear in the directory. (maximum 1,000 characters - including spaces) Caption arrangements should be formatted per guidelines. Non-Pub or Non-List situations should be indicated.
10. Listed Address: Current address may include street number - street name, city, state, and zip code. (Note: P.O. Box or Route not acceptable). Omitted address shown as (OAD). (maximum 250 characters)
11. Service Address: Physical location of the telephone.
12. Community Name: The name of the community where the listing appears. (i.e.: the Atlanta Directory may have a Community name of Buckhead).
13. Zip code: 5 or 9 character code.
14. Yellow Pages Heading: The Yellow Page heading where customer wants his listing to appear. (Valid for Business Primary Listings only).
15. Directory Name: Name of the directory where Customer desires listing to appear (including town section if applicable). If consistent with existing central office and directory configuration, listing will be included. If different, a Foreign Listing will be charged. Directory appearance entitled free is based on the central office prefix. Entitlement for appearance in other directories will be at the rate of a Foreign Listing (FL).

BILLING INFORMATION SECTION (Items in this section are requested but optional)

16. Billing: Name to appear on bill.
17. Billing Address: Street number, street name, city, state, zip.
18. Contact Telephone Number: Telephone number to contact regarding billing.
19. Responsible Person: Owner's name or partners' names or 2 corporate officers.
20. Type of Ownership: Sole owner, Partnership or Corporation
21. Tax ID Number or Social Security Number: If sole owner, must have social security number.

DIRECTORY DELIVERY INFORMATION SECTION (Items in this section are mandatory)

22. Name: Personal or business name.
23. Delivery Address: Street number, street name, city, state, zip code of where directories are to be delivered.
24. Directory (Book ID): Book code of the directory.
25. Number of books now: for immediate delivery/replacement.
26. Number of books annually: 0 - 3 residence, 0 - 5 business, then negotiated.

REMARKS SECTION (As required)

27. Remarks: Free flow field used by Carrier for any additional information

PRIVATE/PROPRIETARY

Contains private and/or proprietary information. May not be used or disclosed outside the BellSouth companies except pursuant to a written agreement.

BAPCO Deliverables

Publication Schedules

BAPCO will provide to all carriers a printed copy of the publication schedules for all directories within the area served by the carrier. This schedule will include the name of the directory, the directory bolt code, the business office close date and the issue date. The business office close date represents the last day to receive activity for appearance in the subsequent directory. This date also represents the close date for advertising activity into the Yellow Pages.

The issue date represents the mid-point of delivery of the new directory and the date at which new directory billing will begin for the directory being delivered. The length of the delivery period will vary depending upon the size of directory.

Yellow Pages Headings

BAPCO will provide a printed version of the Yellow Pages Heading file which will include all Yellow Pages headings allowed by BAPCO, the Yellow Pages heading code and the associated SIC code. This material would be utilized to assist the business customer in identifying where they would like representation in BAPCO's classified Yellow Pages directories.

Coverage Maps

BAPCO will provide a coverage map for its major directories identifying broadly the geographic area served by the major directory. These maps will be provided only for the major directories in the area served by the carrier.

Central Office Table

BAPCO will provide two printed versions of what is called the ABC table. Version 1 of this report, identifies by NPA and in sequence by central office in which directory a customer is entitled to appear. Version 2 of this report reflects the directory name and all central offices appearing within that directory.

Listing Specifications

BAPCO will provide a condensed printed version of listing specifications reflecting the rules and regulations regarding listing appearance in both the white and yellow pages.

Abbreviation Table

BAPCO will provide a printed copy of the standard abbreviations utilized for given names, titles of address, titles of lineage, military titles, degrees and professional affiliations standards. This information can be used to assist in effectively processing various listed name requests.

Foreign Directory Name Table

BAPCO will provide a list of all foreign directory names to be used in the processing of foreign listing requests. This field is a required element in the establishment of foreign listings.

Customer Guide Pages Appearance Procedures

BAPCO will provide free listing appearance under the areas of Establishing Service, Billing and Repair in the Customer Guide Section of the White Pages for directories where a carrier operates. These procedures identify how to get your listing to appear and procedures for purchasing LEC specific pages.

Attachment C-1

Unbundled Products and Services and New Services

Service: Subscriber Listing Information

Description: Subscriber primary listing information provided at no charge and in an acceptable format will be published at no charge as standard directory listings in an alphabetical directory published by or for BellSouth at no charge to each ALEC end user customer.

State(s): All

Rates: (1) No charge for ALEC-1 customer primary listings.
(2) Additional listings and optional listings may be provided by BellSouth at rates set forth in BellSouth's intrastate General Subscriber Services Tariffs.

Attachment C-2

Unbundled Products and Services and New Services

Service: Access to Numbers

Description: For that period of time in which BellSouth serves as North American Numbering Plan administrator for the states in the BellSouth region, BellSouth will assist ALECs applying for NXX codes for their use in providing local exchange services.

State(s): All

Rates: No Charge

Attachment C-3

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Attachment C-4

Unbundled Products and Services and New Services

Service: 800 Database

Description: Provides for utilization of the BellSouth 800 Service Control Points for obtaining 800 Service routing information.

800 Database service is provided using a common nationwide 800 Database. The BellSouth network components utilized in the provision of this service are the Service Switching Point (SSP), the Common Channel Signaling Seven Network, the Signal Transfer Point (STP), and the Service Control Point (SCP). Additionally, the Service Management System functions nationally as the central point for the administration of all 800 numbers and downloads 800 number information to BellSouth's SCPs.

ALECs with STPs will be able to connect directly to BellSouth local or regional STP for obtaining 800 database routing information from BellSouth's SCP and will not be required to order FGD or TSBSA Technical Option 3 Service. For this connection the ALECs may utilize Signaling System Seven Terminations interconnected in Birmingham, AL and Atlanta, GA with BellSouth's local or regional STP.

State(s): All

Rates, Terms and Conditions:

In all states, the 800 Database rates, terms and conditions will be applied as set forth in Sections E2, E4, E6 and E13 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs.

Attachment C-5

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Attachment C-6

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Attachment C-7

Unbundled Products and Services and New Services

Service: Signaling

Description: Provides for connection to and utilization of BellSouth's Signaling System 7 network for both call setup and non-call setup purposes.

State(s): All

Rate Elements	Monthly Rate	Recurring Rate	Non-Recurring	Applied Per
CCS7 Signaling Connection - Provides a two-way digital 56 Kbps dedicated facility connecting a customer's signaling point of interface in a LATA to a BellSouth STP. Each customer's connection requires either a pair or a quad of signaling connections.	\$155.00	-	\$510.00	56 Kbps facility
CCS7 Signaling Termination - Provides a customer dedicated point of interface at the BellSouth STP for each of the customer's SS7 connections.	\$355.00	-	-	STP Port
CCS7 Signaling Usage* - Refers to the messages traversing the BellSouth signaling network for call set-up and non call set-up purposes.	-	\$0.000023 \$0.000050	-	Call Set Up Msg TCAP Msg.
CCS7 Signaling Usage Surrogate*	\$395.00	-	-	56 Kbps facility
*Where signaling usage measurement and billing capability exists, CCS7 Signaling Usage will be billed on a per message basis. Where measurement capability does not exist, CCS7 Signaling Usage Surrogate will be billed on a per 56 Kbps facility basis.				

Attachment C-8

Unbundled Products and Services and New Services

Service: Operator Call Processing Access Service

Description: Provides Operator and Automated call handling. This includes processing and verification of alternate billing information for collect, calling card, and billing to a third number. Operator Call Processing Access Service also provides customized call branding; dialing instructions; and other operator assistance the customer may desire.

Rate Elements	State(s)	Monthly Recurring	Applied Per
Operator Provided Call Handling	All	\$1.17	Per Work Minute
Call Completion Access Termination Charge This charge will be applicable per call attempt and is in addition to the Operator Provided Call Handling charge listed above.	Alabama	\$0.08	Per Call Attempt
	Florida	\$0.08	Per Call Attempt
	Georgia	\$0.08	Per Call Attempt
	Kentucky	\$0.08	Per Call Attempt
	Louisiana	\$0.08	Per Call Attempt
	Mississippi	\$0.08	Per Call Attempt
	N. Carolina	\$0.08	Per Call Attempt
	S. Carolina	\$0.08	Per Call Attempt
	Tennessee	\$0.12	Per Call Attempt
Fully Automated Call Handling	All	\$0.18	Per Attempt
Operator Services Transport Operator Services transport rates, terms and conditions are as set forth in ES of BellSouth Telecommunications, Inc.'s Intrastate Access Service Tariff.			

Attachment C-9

Unbundled Products and Services and New Services

Service: Directory Assistance Access Service (Number Services)

Description: See below

Rate Elements	Description	State(s)	Monthly Rate
Directory Assistance Call Completion Access Service	Optional service provided to an Access subscriber of BellSouth's DA Access Service	All	\$0.25 per call attempt
	Given a listed telephone number at the request of an Access subscriber's end user, BellSouth will provide or attempt to provide from the DA Operator System, call completion to the number requested.		
	All local and intra-state call completion attempts are routed over an inter-toll trunk facility directly to the terminating end office that serves the designated number. An Automatic Message Account (AMA) record that includes conversation time, originating, terminating, and billing number details is made for each call completion attempt. This record is in addition to the record made for the DA transaction.		
Call Completion Access Termination Charge	This charge will be applicable per call attempt and is in addition to the DACC Access Service charge listed above.	Alabama Florida Georgia Kentucky Louisiana Mississippi N Carolina S Carolina Tennessee	\$0.06 \$0.06 \$0.06 \$0.06 \$0.06 \$0.06 \$0.06 \$0.06 \$0.12
Number Services Intercept Access Service	Number Services Intercept Access refers calls from disconnected numbers to the proper number or numbers.	All	\$0.25 per intercept query
	A separate dedicated intercept trunk facility to the Number Services switch for intercept calls is required. Standard trunk signaling is used to send the intercepted number to the Number Services switch and a database hook-up is performed to retrieve the referral number. The referral number is provided to the calling party by a mechanized audio announcement. The subscribing Access customer must provide the updates to the intercept database to support the service.		
Directory Assistance Service Call	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
Directory Transport	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
Directory Assistance Interconnection	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
Directory Assistance Database Service	Rates, terms and conditions will be applied as set forth in A38.1 of BellSouth Telecommunication's Inc.'s General Subscriber Service Tariff.		
Direct Access to DA Service	Rates, terms and conditions will be applied as set forth in Section 9.3 of BellSouth Telecommunication's Inc.'s Interstate Access Service Tariff F.C.C. No. 1		

Attachment C-10

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Attachment C-11

Unbundled Products and Services and New Services

Service: Centralized Message Distribution System - Hosting (CMD5-Hosting)

Description: CMD5-Hosting is the Bellcore administered national system used to exchange Exchange Message Record (EMR) formatted message data among host companies.

All IntraLATA and local messages originated and billed in the BellSouth Region involving BellSouth CMD5 hosted companies will be processed through the Non-Sent Paid Report System described in Attachment C-12 following.

State(s): All

Rate Elements	Description	Monthly
Message Distribution	Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMD5, where appropriate. This charge is applied on a per message basis.	\$0.004
Data Transmission	This charge is applied on a per message basis.	\$0.001

Attachment C-12

Unbundled Products and Services and New Services

Service: Non-Sent Paid Report System (NSPRS)

Description: NSPRS includes: 1) a mechanized report system that provides to the BellSouth CMDS hosted companies within the BellSouth Region information regarding Non-Sent Paid message and revenue occurring on calls originated and billed within the BellSouth region; 2) distribution of Bellcore produced Credit Card and Third Number System (CATS) reports and administration of associated elements; 3) distribution of Bellcore produced non-conterminous CATS reports and administration of associated settlements.

State(s): All

Rate Elements	Billing and Collections Fee Retained by Billing Co.	Applied Per
NSPRS - intrastate FL and NC	\$0.088	message
NSPRS - intrastate all other BellSouth states	\$0.08	message
NSPRS - CATS	\$0.08	message
NSPRS - non-conterminous	\$0.18	message

Attachment D

Contract Provisions for RAO Hosting and NSPRS

SECTION 1 SCOPE OF AGREEMENT

- 1.01 This Agreement shall apply to the services of Revenue Accounting Office (RAO) Hosting and the Non-Sent Paid Report System (NSPRS) as provided by BellSouth to the ALEC. The terms and conditions for the provisions of these services are outlined in the Exhibits to this Agreement.

SECTION 2. DEFINITIONS

- 2.01 A. Centralized Message Distribution System is the BellCore administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Record (EMR) formatted data among host companies.
- B. Compensation is the amount of money due from BellSouth to the ALEC or from the ALEC to BellSouth for services and/or facilities provided under this Agreement.
- C. Exchange Message Record is the nationally administered standard format for the exchange of data among Exchange Carriers within the telecommunications industry.
- D. Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls. ICS within the BellSouth region includes third number, credit card and collect calls.
- E. Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMOS, where appropriate.
- F. Non-Sent Paid Report System (NSPRS) is the system that calculates ICS amounts due from one company to another in the state of Florida.

3. Religious Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

SECTION 3. RESPONSIBILITIES OF THE PARTIES

- 3.01 RAO Hosting and NSPRS services provided to the ALEC by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.02 The ALEC shall furnish all relevant information required by BellSouth for the provision of RAO Hosting and NSPRS.

SECTION 4. COMPENSATION ARRANGEMENTS

- 4.01 Applicable compensation amounts will be billed by BellSouth to the ALEC on a monthly basis in arrears. Amounts due from one party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

SECTION 5. ASSOCIATED EXHIBITS

- 5.01 Listed below are the exhibits associated with this Agreement.

Exhibit A Message Distribution Service (RAO Hosting)

Exhibit B Intercompany Settlements (NSPRS)

- 5.02 From time to time by written agreement of the parties, new Exhibits may be substituted for the attached Exhibits, superseding and canceling the Exhibits then in effect.

SECTION 8. TERM OF AGREEMENT

8.01 This agreement is effective _____ and will continue in force until terminated, with or without cause, by thirty (30) days prior notice in writing from either party to the other. This Agreement may be amended from time to time upon written agreement of the parties.

Executed this _____ day of _____, 1998.

WITNESS:

THE ALEC

(title)

WITNESS:

BELLSOUTH TELECOMMUNICATIONS, INC

(title)

Exhibit A

SECTION 1. SCOPE OF EXHIBIT

1.01 This exhibit specifies the terms and conditions, including compensation, under which BellSouth shall provide message distribution service to the ALEC as described herein. Message distribution service includes the following:

- 1) Message Forwarding to Intraregion LEC/ALEC - function of receiving an ALEC message and forwarding the message to another LEC/ALEC in the BellSouth region.
- 2) Message Forwarding to CMDOS - function of receiving an ALEC message and forwarding that message on to CMDOS.
- 3) Message Forwarding from CMDOS - function of receiving a message from CMDOS and forwarding that message to the ALEC.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01 An ALEC that is CMDOS hosted by BellSouth must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDOS interfacing host, require written notification from the ALEC to BellSouth at least six (6) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the parties with consideration given to time necessary for the completion of required BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of the ALEC and will coordinate all associated conversion activities.
- 2.02 BellSouth will receive messages from the ALEC that are to be processed by BellSouth, another LEC/ALEC in the BellSouth region or a LEC outside the BellSouth region.
- 2.03 BellSouth will perform invoice sequence checking, standard EMR format editing, and balancing of message data with the EMR trailer record counts on all data received from the ALEC.
- 2.04 All data received from the ALEC that is to be processed or billed by another LEC/ALEC within the BellSouth region will be distributed to that LEC/ALEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC/ALEC.

- 2.05 All data received from the ALEC that is to be placed on the CMOS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently BellCore).
- 2.06 BellSouth will receive messages from the CMOS network that are destined to be processed by the ALEC and will forward them to the ALEC on a daily basis.
- 2.07 Transmission of message data between BellSouth and the ALEC will be via electronic data transmission.
- 2.08 All messages and related data exchanged between BellSouth and the ALEC will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.
- 2.09 The ALEC will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 2.10 Should it become necessary for the ALEC to send data to BellSouth more than sixty (60) days past the message date(s), that ALEC will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and the ALEC to notify all affected parties.
- 2.11 In the event that data to be exchanged between the two parties should become lost or destroyed, both parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible party (BellSouth or the ALEC) identified and agreed to, the company responsible for creating the data (BellSouth or the ALEC) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible party will be liable to the other party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible party to the other party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the parties.

- 2.05 All data received from the ALEC that is to be placed on the CMOS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently BellCore).
- 2.06 BellSouth will receive messages from the CMOS network that are destined to be processed by the ALEC and will forward them to the ALEC on a daily basis.
- 2.07 Transmission of message data between BellSouth and the ALEC will be via electronic data transmission.
- 2.08 All messages and related data exchanged between BellSouth and the ALEC will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.
- 2.09 The ALEC will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 2.10 Should it become necessary for the ALEC to send data to BellSouth more than sixty (60) days past the message date(s), that ALEC will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and the ALEC to notify all affected parties.
- 2.11 In the event that data to be exchanged between the two parties should become lost or destroyed, both parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible party (BellSouth or the ALEC) identified and agreed to, the company responsible for creating the data (BellSouth or the ALEC) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible party will be liable to the other party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible party to the other party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the parties.

- 2.12 Should an error be detected by the EMR format edits performed by BellSouth on data received from the ALEC, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify the ALEC of the error condition. The ALEC will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, the ALEC will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2.13 In association with message distribution service, BellSouth will provide the ALEC with associated intercompany settlements reports (national and regional) as appropriate.
- 2.14 In no case shall either party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

SECTION 3. COMPENSATION

- 3.01 For message distribution service provided by BellSouth for the ALEC, BellSouth shall receive the following as compensation:

Rate Per Message	\$0.004
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- 3.02 For data transmission associated with message distribution service, BellSouth shall receive the following as compensation:

Rate Per Message	\$0.001
------------------	---------

- 3.03 Data circuits (private line or dial-up) will be required between BellSouth and the ALEC for the purpose of data transmission. Where a dedicated line is required, the ALEC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. The ALEC will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to the ALEC. Additionally, all message toll charges associated with the use of the dial circuit by the ALEC will be the responsibility of the ALEC. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties.
- 3.04 All equipment, including modems and software, that is required on the ALEC end for the purpose of data transmission will be the responsibility of the ALEC.

Exhibit B

SECTION 1. SCOPE OF EXHIBIT

- 1.01 This Exhibit specifies the terms and conditions, including compensation, under which BellSouth and the ALEC will compensate each other for Intercompany Settlements (ICS) messages.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01 BellSouth will remit to the ALEC the revenue, less a billing charge, for IntraLATA ICS messages, Local ICS messages, and charges for other services when related messages and/or services are provided by the ALEC and billed to:

- 1) a BellSouth customer,
- 2) another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIDD and 801 messages),
- 3) another company within the contiguous United States that utilizes CIDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS) administered by BellCore,
- 4) another company utilizing the non-contiguous RAO codes associated with AT&T's Transport and Tracking Intercompany System settlements with BellSouth.

- 2.02 These other services include, but are not limited to:

- 1) Maritime Mobile Radiotelephone Services radio link charges as set forth in the FCC's Maritime Mobile Radiotelephone Services tariff.
- 2) Aviation Radiotelephone Service radio link charges as set forth in the FCC's Aviation Radiotelephone Service tariff.
- 3) Public Land Mobile Radiotelephone Transient-Unit Non-Toll Service charges as approved by the authorized state regulatory commission (or municipal regulatory authority).

- 4) Non-Toll Service Charges billed to a calling card or to a third number as filed with and approved by the authorized state regulatory commission (or municipal regulatory authority).
- 5) Directory Assistance Call Charges to a calling card or to a third number as approved by the authorized regulatory commission.

2.03 The ALEC will bill, collect and remit to BellSouth the charges for intraLATA and/or local ICS messages and other services as described above where such messages and/or services are provided by:

- 1) BellSouth.
- 2) another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIO and 891 messages).
- 3) another company within the contiguous United States that utilizes CMOS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS).

2.04 For ICS revenues involving the ALEC and other non-BellSouth LECs/ALECs within the state, BellSouth will provide the ALEC with monthly reports summarizing the ICS revenues for messages that originated with the ALEC and were billed by each of the other Florida LECs/ALECs and those messages that originated with each of the other Florida LECs/ALECs and were billed by the ALEC.

SECTION 3. COMPENSATION

3.01 The following compensation shall be retained by the billing company for the billing of ICS messages and services:

	<u>Rate Per Message</u>
1) Calls originated and billed in Florida or originated and billed in North Carolina	\$0.0600
Calls originated in any of the states within BellSouth region and billed in that same state	\$0.05
2) Calls originated in a state within BellSouth's region and billed in another state or originated in another state and billed in a state within BellSouth's region	\$0.09
3) Calls originated in a state within BellSouth's region and billed outside the contiguous United States	\$0.10

Attachment C-13

Unbundled Products and Services and New Services

Service: Virtual Collocation

Description: Virtual Expanded Interconnection Service (VEIS) provides for location interconnection in collocator-provided/BellSouth leased fiber optic facilities to BellSouth's switched and special access services, and local interconnection facilities.

Rates, Terms and Conditions:

State(s): All except Florida: In all states except Florida, the rates, terms and conditions will be applied as set forth in Section 20 of BellSouth Telecommunication's, Inc. Interstate Access Service Tariff, FCC No. 1.

State: Florida In the state of Florida, the rates, terms and conditions will be applied as set forth in Section E20 of BellSouth Telecommunication's, Inc. Intrastate Access Service Tariff.

Service: Physical Collocation

Description: Per FCC - (10/19/92 FCC Order, para 39)
Physical Collocation is whereby "the interconnection party pays for LEC central office space in which to locate the equipment necessary to terminate its transmission links, and has physical access to the LEC central office to install, maintain, and repair this equipment."

State(s): All

Rates, Terms and Conditions: To be negotiated

Attachment C-14

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Attachment C-18

Unbundled Products and Services and New Services

Service: Unbundled Exchange Access Loop

Description: Provides the connection from the serving central office to a subscriber's premises. It is engineered to meet the same parameters as a residence or business exchange access line.

Information relative to multiplexing of the Unbundled Exchange Access Loop is described in Attachment C-18 following.

State(s): Alabama Florida Georgia									
Rate Elements	Alabama			Florida			Georgia		
	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l
Unbundled Exchange Access Loop	\$25.00	\$140.00	\$45.00	\$17.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00
Unbundled Exchange Access IOC									
• Fixed	\$30.00	\$97.00	N/A	\$28.50	\$87.00	N/A	\$32.00	\$105.00	N/A
• 1 - 8 Miles	\$2.05	N/A	N/A	\$1.65	N/A	N/A	\$2.05	N/A	N/A
• 9 - 25 Miles	\$2.00	N/A	N/A	\$1.60	N/A	N/A	\$2.00	N/A	N/A
• Over 25 Miles	\$1.95	N/A	N/A	\$1.55	N/A	N/A	\$1.95	N/A	N/A

State(s): Kentucky Louisiana Mississippi									
Rate Elements	Kentucky			Louisiana			Mississippi		
	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l
Unbundled Exchange Access Loop	\$25.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00
Unbundled Exchange Access IOC									
• Fixed	\$30.00	\$93.00	N/A	\$30.00	\$100.00	N/A	\$30.00	\$96.00	N/A
• 1 - 8 Miles	\$2.05	N/A	N/A	\$2.05	N/A	N/A	\$2.05	N/A	N/A
• 9 - 25 Miles	\$2.00	N/A	N/A	\$2.00	N/A	N/A	\$2.00	N/A	N/A
• Over 25 Miles	\$1.95	N/A	N/A	\$1.95	N/A	N/A	\$1.95	N/A	N/A

State(s): N.Carolina S.Carolina Tennessee									
Rate Elements	N.Carolina			S.Carolina			Tennessee		
	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l
Unbundled Exchange Access Loop	\$30.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00
Unbundled Exchange Access IOC									
• Fixed	\$11.85	\$71.87	N/A	\$50.00	\$97.00	N/A	\$30.00	\$96.00	N/A
• 1 - 8 Miles	\$2.18	N/A	N/A	\$2.05	N/A	N/A	\$2.05	N/A	N/A
• 9 - 25 Miles	\$2.18	N/A	N/A	\$2.00	N/A	N/A	\$2.00	N/A	N/A
• Over 25 Miles	\$2.15	N/A	N/A	\$1.95	N/A	N/A	\$1.95	N/A	N/A

Attachment C-16

Unbundled Products and Services and New Services

Service: Channelization System for Unbundled Exchange Access Loops

Description:

This new rate element provides the multiplexing function for Unbundled Exchange Access Loops. It can convert up to 96 voice grade loops to DS1 level for connection with the ALEC's point of interface. The multiplexing can be done on a concentrated basis (delivers at 2 DS1 level to customer premise) or on a non-concentrated basis (delivers at 4 DS1 level to customer premise) at the option of the customer.

In addition to the following rate elements, 1.544 Mbps local channel and/or interoffice channel facilities may be required as set forth in E7 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff for non-collocated ALECs.

Rate Elements	Alabama			Florida			Georgia		
	Monthly Rate	Nonrecurring First	Charge Add'l	Monthly Rate	Nonrecurring First	Charge Add'l	Monthly Rate	Nonrecurring First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	\$675.00	\$625.00	N/A	\$685.00	\$480.00	N/A	\$685.00	\$480.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$1.70	\$8.00	\$8.00	\$1.70	\$7.00	\$7.00	\$1.70	\$7.00	\$7.00

Rate Elements	Kentucky			Louisiana			Mississippi		
	Monthly Rate	Nonrecurring First	Charge Add'l	Monthly Rate	Nonrecurring First	Charge Add'l	Monthly Rate	Nonrecurring First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	\$540.00	\$485.00	N/A	\$530.00	\$510.00	N/A	\$580.00	\$480.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$1.60	\$8.00	\$8.00	\$1.60	\$8.00	\$8.00	\$1.70	\$8.00	\$8.00

Rate Elements	N. Carolina			S. Carolina			Tennessee		
	Monthly Rate	Nonrecurring First	Charge Add'l	Monthly Rate	Nonrecurring First	Charge Add'l	Monthly Rate	Nonrecurring First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	\$545.00	\$475.00	N/A	\$520.00	\$480.00	N/A	\$530.00	\$520.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$1.65	\$7.00	\$7.00	\$1.60	\$8.00	\$8.00	\$1.60	\$8.00	\$8.00

Attachment C-17

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports

Description: An exchange port is the capability derived from the central office switch hardware and software required to permit end users to transmit or receive information over BellSouth's public switched network. It provides service enabling and network features and functionality such as translations, a telephone number, switching, announcements, supervision and touch-tone capability.

In addition, a BellSouth provided port with outgoing network access also provides access to other services such as operator services, long distance service, etc. It may also be combined with other services available in BellSouth's Intrastate Access Service Tariffs as technically feasible.

When an Unbundled Port is connected to BellSouth provided collocated loops, cross-connection rate elements are required as set forth in Section 29 of BellSouth Telecommunications's, Inc.'s Interstate Access Tariff, FCC No.1.

Alabama			Florida			Georgia		
Rate Elements	Rate	Per	Rate Elements	Rate		Rate Elements	Rate	
Monthly (1)			Monthly			Monthly		
Residence Port	\$2.90		Residence Port	\$2.00		Residence Port	\$2.20	
Business Port	\$7.00		Business Port	\$4.50		Business Port	\$4.50	
PEX Trunk Port (2,3,4)	\$7.00		PEX Trunk Port	\$7.50		PEX Trunk Port	\$7.37	
Rotary Service	\$2.00		Rotary Service	\$2.00		Rotary Service	\$2.77	
Primary Rate ISDN MA&S (5,6)	\$20.00							
Usage-Mileage Bands			Usage-(STB)			Usage-(STB)		
A (0 miles)	\$0.02	Incl.min.	- incl. min.	\$0.0275		- setup per call	\$0.02	
B (1-10 miles)	\$0.01	Add'l min.	- add'l min.	\$0.0125		- per minute or fraction thereof	\$0.02	
C (11-16 miles)	\$0.04	Incl.min.						
D (17-22 miles)	\$0.02	Add'l min.						
E (23-30 miles)	\$0.08	Incl.min.						
F (31-40 miles)	\$0.04	Add'l min.						
G (Second Band) (7)	\$0.10	Incl.min.						
	\$0.07	Add'l min.						
	\$0.10	Incl.min.						
	\$0.10	Add'l min.						
	\$0.10	Incl.min.						
	\$0.10	Add'l min.						
	\$0.10	Incl.min.						
	\$0.10	Add'l min.						

NOTES:

- (1) Nonrecurring Charges, as displayed in Table I on Page 3, and Usage Charges, as displayed on this page, apply in addition to monthly rates.
- (2) Applies per outgoing, incoming or 2-way trunk port.
- (3) DID requires rates and charges as indicated in Table II on Page 3 in addition to the PEX Trunk Port rates.
- (4) IDD requires rates and charges as indicated in Table III on Page 3 in addition to the PEX Trunk Port rates.
- (5) Applies per outgoing, incoming or 2-way voice grade equivalent.
- (6) Primary rate ISDN requires a primary rate interface in addition to the primary rate ISDN MA&S. Additional charges also apply per Primary Rate S-Channel, Call-by-Call Integrated Service Access Service Selection and Incoming Call Identification. See Table IV on Page 3 for rates and charges.
- (7) In addition to the local calling described in A3 of BellSouth's General Subscriber Service Tariff, if any wire center in an exchange is located within 40 miles of any wire center in the originating exchange, local calling will be provided from the entire originating exchange to the entire terminating exchange. The usage charges for Band G are applicable for distances greater than 40 miles.

Attachment C-17

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports

Description: An exchange port is the capability derived from the central office switch hardware and software required to permit end users to transmit or receive information over BellSouth's public switched network. It provides service enabling and network features and functionality such as translations, a telephone number, switching, announcements, supervision and touch-tone capability.

In addition, a BellSouth provided port with outgoing network access also provides access to other services such as operator services, long distance service, etc. It may also be combined with other services available in BellSouth's Intrastate Access Service Tariffs as technically feasible.

When an Unbundled Port is connected to BellSouth provided collocated loops, cross-connection rate elements are required as set forth in Section 29 of BellSouth Telecommunications's, Inc.'s Interstate Access Tariff, FCC No.1.

Alabama			Florida			Georgia		
Rate Elements	Rate	Per	Rate Elements	Rate		Rate Elements	Rate	
Monthly (1)			Monthly			Monthly		
Residence Port	\$2.80		Residence Port	\$2.00		Residence Port	\$2.30	
Business Port	\$7.00		Business Port	\$4.80		Business Port	\$4.80	
PEX Trunk Port (2,3,4)	\$7.00		PEX Trunk Port	\$7.80		PEX Trunk Port	\$7.37	
Rotary Service	\$2.00		Rotary Service	\$2.00		Rotary Service	\$2.77	
Primary Rate ISDN NAB (5,6)	\$28.00							
Usage-Mileage Bands			Usage-(STB)			Usage-(STB)		
A (0 miles)	\$0.02	Incl.min.	- incl. min.	\$0.0275		- setup per call	\$0.02	
B (1-10 miles)	\$0.01	Add'l min.	- add'l min.	\$0.0125		- per minute or fraction thereof	\$0.02	
C (11-16 miles)	\$0.04	Incl.min.						
D (17-22 miles & existing LCA described in A3.6 greater than 22 ml.)	\$0.02	Add'l min.						
E (23-30 miles)	\$0.06	Incl.min.						
F (31-40 miles)	\$0.04	Add'l min.						
G (Special Band) (7)	\$0.10	Incl.min.						
	\$0.07	Add'l min.						
	\$0.10	Incl.min.						
	\$0.10	Add'l min.						
	\$0.10	Incl.min.						
	\$0.10	Add'l min.						
	\$0.10	Incl.min.						
	\$0.10	Add'l min.						

NOTES:

- (1) Nonrecurring Charges, as displayed in Table I on Page 3, and Usage Charges, as displayed on this page, apply in addition to monthly rates.
- (2) Applies per outgoing, incoming or 2-way trunk port.
- (3) DID requires rates and charges as indicated in Table II on Page 3 in addition to the PEX Trunk Port rates.
- (4) ICO requires rates and charges as indicated in Table III on Page 3 in addition to the PEX Trunk Port rates.
- (5) Applies per outgoing, incoming or 2-way voice grade equivalent.
- (6) Primary rate ISDN requires a primary rate interface in addition to the primary rate ISDN NABs. Additional charges also apply per Primary Rate S-Channel, Call-by-Call Integrated Service Access Service Selection and Incoming Call Identification. See Table IV on Page 3 for rates and charges.
- (7) In addition to the local calling described in A3 of BellSouth's General Subscriber Service Tariff, if any wire center in an exchange is located within 40 miles of any wire center in the originating exchange, local calling will be provided from the entire originating exchange to the entire terminating exchange. The usage charges for Band G are applicable for distances greater than 40 miles.

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports (Cont'd)

Kentucky			Louisiana		
Rate Elements	Rate	Per	Rate Elements	Rate	Per
Monthly			Monthly		
Residence Port	\$3.80		Residence Port	\$2.80	
Business Port	\$10.00		Business Port	\$7.00	
PBX Trunk Port	\$10.00		PBX Trunk Port	\$7.00	
Rotary Service	\$3.80		Rotary Service	\$3.80	
Usage-Mileage Bands			Usage-Mileage Bands		
A (0 miles)	\$0.04	Int. Min.	D (0 miles)	\$0.02	Int. Min.
B (1-10 miles)	\$0.02	Add'l min.	A (1-10 miles)	\$0.01	Add'l min.
	\$0.04	Int. Min.		\$0.04	Int. Min.
	\$0.02	Add'l min.		\$0.02	Add'l min.
C (Greater than 10 miles Limited LCA)	\$0.08	Int. Min.	B (11-16 miles)	\$0.08	Int. Min.
	\$0.04	Add'l min.		\$0.04	Add'l min.
D (1-10 miles beyond Limited LCA)	\$0.04	Int. Min.	C (17-22 miles)	\$0.10	Int. Min.
	\$0.02	Add'l min.		\$0.07	Add'l min.
E (11-16 miles beyond Limited LCA)	\$0.08	Int. Min.	D (23 - 30 miles Basic LCA and Intra Parish Expanded LCA)	\$0.14	Int. Min.
	\$0.04	Add'l min.		\$0.10	Add'l min.
F (17-22 miles beyond Limited LCA)	\$0.08	Int. Min.	E (Greater than 30 miles Basic LCA and Intra Parish Expanded LCA)	\$0.14	Int. Min.
	\$0.07	Add'l min.		\$0.14	Add'l min.
G (23-30 miles beyond Limited LCA)	\$0.08	Int. Min.	F (23 - 30 miles Inter-Parish Expanded LCA)	\$0.14	Int. Min.
	\$0.07	Add'l min.		\$0.10	Add'l min.
H (31-40 miles beyond Limited LCA)	\$0.08	Int. Min.	G (31 - 40 miles Inter-Parish Expanded LCA)	\$0.14	Int. Min.
	\$0.07	Add'l min.		\$0.14	Add'l min.
I (Greater than 40 miles beyond Limited LCA)	\$0.08	Int. Min.	H (Greater than 40 miles Inter-Parish)	\$0.14	Int. Min.
	\$0.07	Add'l min.		\$0.14	Add'l min.

Mississippi			N. Carolina			S. Carolina		
Rate Elements	Rate	Per	Rate Elements	Rate	Per	Rate Elements	Rate	Per
Monthly			Monthly			Monthly		
Residence Port	\$3.78		Residence Port	\$2.00		Residence Port	\$4.00	
Business Port	\$7.50		Business Port	\$8.00		Business Port	\$10.00	
PBX Trunk Port	\$7.50		PBX Trunk Port	\$8.00		PBX Trunk Port	\$10.00	
Rotary Service	\$3.78		Rotary Service	\$1.50		Rotary Service	\$3.00	
Usage - Mile Bands			Usage - (STB)			Usage - (STB)		
A (0 miles)	\$0.02	Int. Min.	- Int. Min.	\$0.05		- Basic Svc. Area	\$0.02	
	\$0.01	Add'l min.	- Add'l min.	\$0.02		- Expanded Svc. Area	\$0.12	
B (1-10 miles)	\$0.04	Int. Min.						
C (11-16 miles, existing LCA described in A3.8 greater than 16 miles, and calls to county seat greater than 16 miles)	\$0.08	Int. Min.						
	\$0.04	Add'l min.						
D (17-30 miles)	\$0.08	Int. Min.						
	\$0.07	Add'l min.						
E (31-65 miles Basic LATA)	\$0.08	Int. Min.						
	\$0.07	Add'l min.						
F (31-65 miles Jackson LATA)	\$0.12	Int. Min.						
	\$0.10	Add'l min.						
G (36-65 miles Basic LATA)	\$0.14	Int. Min.						
	\$0.14	Add'l min.						

Tennessee		
Rate Elements	Rate	Per
Monthly		
Residence Port	\$4.00	
Business Port	\$10.00	
PBX Trunk Port	\$10.00	
Rotary Service	\$8.50	
Usage - Mile Bands		
A (0-16 miles)	\$0.02	min
B (17-30 miles)	\$0.05	min
C > 30 miles	\$0.10	min

*Is this in conflict
w/ V&T Agmt.?*

Service: Local Interconnection*

Description. Provides for the use of BellSouth Switching and an ALEC's Point of Interface (POI) and a BellSouth

if plant for connecting calls between

It can also be used to connect calls between an Company (ICO), or a Mobile Service Service Provider

of Independent Exchange Telephone

It is furnished on a per-trunk basis. Trunks are differentiated by traffic type and directionality. There are two major traffic types: (1) Local and (2) Intermediary. Local represents traffic from the ALEC's POI to a BellSouth tandem or end office and Intermediary represents traffic originated or terminated by an ALEC which is interconnected with an IC, ICO, MSP or another ALEC.

Rates and charges will be applied as indicated below.

State(s):		Alabama						Florida					
RATE ELEMENTS		Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
OS1 Local Channel		-	-	\$133.81 LC	-	\$688.87 LC - First	-	-	-	\$133.81 LC	-	\$688.87 LC - First	-
OS1 Dedicated Transport		-	-	\$23.90 per mile	-	\$488.83 LC - Add'l	-	-	-	\$18.75 per mile	-	\$488.83 LC - Add'l	-
OS1 Common Transport		\$0.00004 per mile	-	-	-	\$100.48 fac. term.	-	\$0.00004 per mile	-	\$88.75 fac. term.	-	\$100.48 fac. term.	-
Local Switching LS2 (FGO)		\$0.00038 fac. term.	-	-	-	-	-	\$0.00038 fac. term.	-	-	-	-	-
Tandem Switching		\$0.00786 access mon	-	-	-	-	-	\$0.00786 access mon	-	-	-	-	-
Information Surcharge		\$0.00074 access mon	-	-	-	-	-	\$0.00080 access mon	-	-	-	-	-
Tandem Intermediary Charge**		\$0.002 access mon	-	-	-	-	-	\$0.002 access mon	-	-	-	-	-
LATAwide Additive		\$0.004	-	-	-	-	-	\$0.004	-	-	-	-	-
Composite Rate-OS1 Dedicated		\$0.01378	-	-	-	-	-	\$0.01422	-	-	-	-	-
Composite Rate-OS1 Tandem Sw		\$0.01381	-	-	-	-	-	\$0.01425	-	-	-	-	-

State(s):		Georgia						Kentucky					
RATE ELEMENTS		Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
OS1 Local Channel		-	-	\$133.81 LC	-	\$688.87 LC - First	-	-	-	\$133.81 LC	-	\$688.87 LC - First	-
OS1 Dedicated Transport		-	-	\$23.90 per mile	-	\$488.83 LC - Add'l	-	-	-	\$23.90 per mile	-	\$488.83 LC - Add'l	-
OS1 Common Transport		\$0.00004 per mile	-	-	-	\$100.48 fac. term.	-	\$0.00004 per mile	-	\$80.00 fac. term.	-	\$100.48 fac. term.	-
Local Switching LS2 (FGO)		\$0.00038 fac. term.	-	-	-	-	-	\$0.00038 fac. term.	-	-	-	-	-
Tandem Switching		\$0.00787 access mon	-	-	-	-	-	\$0.00786 access mon	-	-	-	-	-
Information Surcharge		\$0.00074 access mon	-	-	-	-	-	\$0.00074 access mon	-	-	-	-	-
Tandem Intermediary Charge**		\$0.002 access mon	-	-	-	-	-	\$0.01448 Trans/100 mon	-	-	-	-	-
LATAwide Additive		\$0.004	-	-	-	-	-	\$0.002 access mon	-	-	-	-	-
Composite Rate-OS1 Dedicated		\$0.01378	-	-	-	-	-	\$0.01378	-	-	-	-	-
Composite Rate-OS1 Tandem Sw		\$0.01381	-	-	-	-	-	\$0.01381	-	-	-	-	-

*Rates are displayed at the OS1-1 544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section B8 of BellSouth Telecommunications, Inc. a Interstate Access Tariff

**The Tandem Intermediary Charge applies only to intermediary traffic.

-OS1 Local Channel: denotes a OS1 dedicated transport facility between the ALEC's serving wire center and the ALEC's POI, also called an Entrance Facility. This element will apply when associated with services ordered by an ALEC which utilizes a BellSouth facilities. This element is not required when an ALEC is collocated.

-OS1 Dedicated Transport: provides transmission and facility termination. The facility termination applies for each OS1 Interoffice Channel terminated. Can be used from the ALEC's serving wire center to the end users and office or from the ALEC's serving wire center to the tandem.

-Common Transport: Composed of Common Transport facilities as determined by BellSouth and permits the transmission of calls terminated by BellSouth.

-Access Tandem Switching: provides function of switching traffic from or to the Access Tandem from or to the end office switch(es). The Access Tandem Switching charge is assessed on all terminating minutes of use switched at the access tandem.

Attachment B-1
CARS Local Interconnection Service

Service: Local Interconnection* (Cont'd)

State(s):	Louisiana						Mississippi					
RATE ELEMENTS	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	-	-	\$133.81 LC	-	\$888.97 LC - First	-	-	-	\$133.81 LC	-	\$888.97 LC - First	-
DS1 Dedicated Transport	-	-	\$16.75 per mile	-	\$488.83 LC - Adst	-	-	-	\$23.90 per mile	-	\$488.83 LC - Adst	-
DS1 Common Transport	\$0.00004	per mile	\$80.00 fac term	\$100.48	fac term	-	\$0.00004	per mile	\$80.00 fac term	\$100.48	fac term	-
Local Switching LS2 (FGO)	\$0.00038	fac term	-	-	-	-	\$0.00038	fac term	-	-	-	-
Tandem Switching	\$0.00888	access mou	-	-	-	-	\$0.00787	access mou	-	-	-	-
Information Surcharge	\$0.00080	access mou	-	-	-	-	\$0.00074	access mou	-	-	-	-
Tandem Intermediary Charge**	\$0.002	access mou	-	-	-	-	\$0.002	access mou	-	-	-	-
LATAwide Additive	\$0.004	-	-	-	-	-	\$0.004	-	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.01431	-	-	-	-	-	\$0.01378	-	-	-	-	-
Composite Rate-DS1 Tandem Sw	\$0.01448	-	-	-	-	-	\$0.01391	-	-	-	-	-

State(s):	N. Carolina						S. Carolina					
RATE ELEMENTS	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	-	-	\$133.81 LC	-	\$888.97 LC - First	-	-	-	\$133.81 LC	-	\$888.97 LC - First	-
DS1 Dedicated Transport	-	-	\$23.90 per mile	-	\$488.83 LC - Adst	-	-	-	\$23.90 per mile	-	\$488.83 LC - Adst	-
DS1 Common Transport	\$0.00004	per mile	\$80.00 fac term	\$100.48	fac term	-	\$0.00004	per mile	\$80.00 fac term	\$100.48	fac term	-
Local Switching LS2 (FGO)	\$0.00038	fac term	-	-	-	-	\$0.00038	fac term	-	-	-	-
Tandem Switching	\$0.01140	access mou	-	-	-	-	\$0.01086	access mou	-	-	-	-
Information Surcharge	\$0.00074	access mou	-	-	-	-	\$0.00074	access mou	-	-	-	-
Tandem Intermediary Charge**	\$0.002	access mou	-	-	-	-	\$0.002	access mou	-	-	-	-
LATAwide Additive	\$0.004	-	-	-	-	-	\$0.004	-	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.01731	-	-	-	-	-	\$0.01723	-	-	-	-	-
Composite Rate-DS1 Tandem Sw	\$0.01744	-	-	-	-	-	\$0.01738	-	-	-	-	-

State(s):	Tennessee					
RATE ELEMENTS	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	-	-	\$133.81 LC	-	\$888.97 LC - First	-
DS1 Dedicated Transport	-	-	\$23.90 per mile	-	\$488.83 LC - Adst	-
DS1 Common Transport	\$0.00004	per mile	\$80.00 fac term	\$100.48	fac term	-
Local Switching LS2 (FGO)	\$0.00038	fac term	-	-	-	-
Tandem Switching	\$0.01790	access mou	-	-	-	-
Information Surcharge	\$0.00074	access mou	-	-	-	-
Tandem Intermediary Charge**	\$0.002	access mou	-	-	-	-
LATAwide Additive	\$0.004	-	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.02341	-	-	-	-	-
Composite Rate-DS1 Tandem Sw	\$0.02364	-	-	-	-	-

*Rates are displayed at the DS1-1.544 Mbps. level. Per rates and charges applicable to other arrangement levels, refer to Section E9 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff.

**The Tandem Intermediary Charge applies only to Intermediary Traffic.

-DS1 Local Channel: denotes a DS1 dedicated transport facility between the ALEC's serving wire center and the ALEC's PCI, also called an Entrance Facility. This element will apply when associated with services ordered by an ALEC which utilizes a BellSouth facilities. This element is not required when an ALEC is collocated.

-DS1 Dedicated Transport: provides transmission and facility termination. The facility termination applies for each DS1 Interoffice Channel terminated. Can be used from the ALEC's serving wire center to the end users and office or from the ALEC's serving wire center to the tandem.

-Common Transport: Composed of Common Transport facilities as determined by BellSouth and permits the transmission of calls terminated by BellSouth.

-Access Tandem Switching: provides function of switching traffic from or to the Access Tandem from or to the end office switch(es). The Access Tandem Switching charge is assessed on all terminating minutes of use switched at the access tandem.

Attachment B-2

Local Interconnection Service

Service: Toll Switched Access

Description: Provides the Switched Local Channel, Switched Transport, Access Tandem Switching, local end office switching and end user termination functions necessary to complete the transmission of ALEC Intrastate and Interstate calls from outside the BellSouth's basic local calling area.

Provided in the terminating direction only. Provides trunk side access to a BellSouth tandem/end office for the ALEC's use in terminating long distance communications from the ALEC to BellSouth end users.

Provided at BellSouth tandem/end office as trunk side terminating switching through the use of tandem/end office trunk equipment. The switch trunk equipment may be provided with wink start-pulsing signals and answer and disconnect supervisory signaling, or without signaling when out of band signaling is provided.

Provided with multifrequency address or out of band signaling. Ten digits of the called party number, as appropriate, will be provided by the ALEC's equipment to a BellSouth tandem/end office.

State(s): All

Rates, Terms and Conditions:

In all states, rates, terms and conditions will be applied as set forth in Sections E3 and E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs and in Sections 3 and 6 of the BellSouth Telecommunication's, Inc. Interstate Access Tariff, F.C.C. No. 1.